



**INTERMOUNTAIN POWER SERVICE CORP.**

Delta, Utah 84624-9546 (435) 864-4414 - Purchasing FAX (435) 864-6678

**VENDOR: TEI CONSTRUCTION SERVICES INC.**  
7870 SCHILLINGER PARK WEST  
MOBILE, AL 36608

# PURCHASE ORDER

26 APR 2004

VENDOR MUST SHOW P.O. NUMBER ON ALL INVOICES, BILL OF LADING, CORRESPONDENCE, AND ON PACKING LISTS IN EACH CONTAINER, TO INSURE PROMPT PAYMENT. CHARGES FOR TRANSPORTATION MUST BE SUPPORTED BY COPY OF FREIGHT BILL.

PURCHASE ORDER NO.	VENDOR CODE	REQUISITION NO
04-45618-019	8149	202795

\*\*\* SHIP TO \*\*\*  
INTERMOUNTAIN POWER SERVICE CORPORATION  
850 W. BRUSH WELLMAN RD.  
DELTA, UT 84624-9546

251-633-4181 OR 864-879-6860

CONFIRMING DO NOT DUPLICATE	NON CONFIRMING X	SHIP VIA VENDOR TRUCK	TERMS AS INVOICED	FOB POINT DESTINATION F/A	PAGE OF 1 1	MAIL
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INTERMOUNTAIN POWER SERVICE CORPORATION'S STANDARD TERMS AND CONDITIONS ARE INCLUDED AS PART OF THIS AGREEMENT

QUANTITY ORDERED	U M	IPSC PART NO.	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENSION
1	EA		LINE 1 REMOVE AND REPLACE ABT SEAL RINGS ON UNIT 2 BURNERS.  RELEASE # 19 AGAINST SERVICE CONTRACT # S45618 PURCHASE PRIORITY #4 APPRD BY D KILLIAN  *** SERVICE CONTRACT DESCRIPTION *** INSTALLATION OF LOW NOX BURNERS, ANCILLARY HARDWARE, & ASSOCIATED FLAME DETECTION SYSTEMS IN UNIT 2  *****ATTENTION IPSC WAREHOUSE***** THIS ORDER IS FOR A SERVICE AND NO MATERIAL WILL BE RECEIVED  DATE REQUIRED 04/26/04	2SGX-502 03-96033-20	3,232.00	3,232.00
					TOTAL COST	3,232.00

- Invoices and correspondence may be mailed to Intermountain Power Service Corporation, 850 West Brush Wellman Rd., Delta, Utah, 84624-9546.
- Acknowledgement is required if shipment will not be made within FIVE days.
- Mark packages or items with IPSC part number and/or P.O. Line number. Show number on invoice and packing slip.
- Vendor must furnish applicable material safety data sheets.
- Add to invoice all applicable federal taxes.

UTAH VENDORS ARE TO ADD TO THE INVOICE  
ALL APPLICABLE STATE, AND COUNTY TAXES.

OUT OF STATE VENDORS, LICENSED TO  
COLLECT UTAH TAXES. ARE TO ADD TAX OF 6%.

UTAH TAXES WILL BE ACCRUED BY IPSC FOR  
OUT OF STATE VENDORS NOT LICENSED TO  
COLLECT UTAH STATE TAX

NANCY BENNETT 435-864-4414

BUYER

REVIEWED BY JAMES NELSON, JR.

IP7\_028924



**INTERMOUNTAIN POWER SERVICE CORP.**  
Delta, Utah 84624-9546 (435) 864-4414 - Purchasing FAX (435) 864-6678

**VENDOR: TEI CONSTRUCTION SERVICES INC.**  
7870 SCHILLINGER PARK WEST  
MOBILE, AL 36608

# PURCHASE ORDER

18 FEB 2004

VENDOR MUST SHOW P.O. NUMBER ON ALL INVOICES, BILL OF LADING, CORRESPONDENCE, AND ON PACKING LISTS IN EACH CONTAINER, TO INSURE PROMPT PAYMENT. CHARGES FOR TRANSPORTATION MUST BE SUPPORTED BY COPY OF FREIGHT BILL.

PURCHASE ORDER NO.	VENDOR CODE	REQUISITION NO
04-37477	8149	MULTI

**\* \* \* S H I P T O \* \* \***  
**INTERMOUNTAIN POWER SERVICE CORPORATION**  
850 W. BRUSH WELLMAN RD.  
DELTA , UT 84624-9546

251-633-4181 OR 864-879-6860

CONFIRMING DO NOT DUPLICATE	NON CONFIRMING X	SHIP VIA VENDOR	TERMS NET 30	FOB POINT DESTINATION F/A	PAGE OF 2	FAX
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**INTERMOUNTAIN POWER SERVICE CORPORATION'S STANDARD TERMS AND CONDITIONS ARE INCLUDED AS PART OF THIS AGREEMENT**

QUANTITY ORDERED	U M	IPSC PART NO.	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENSION
169	EA		LINE 1 SERVICE: WELDING, BURNER TESTING	2SGX-503 03-96033-19	67.34	11,380.46
1	EA		LINE 2 TESTING: CONTROLS, DAMPER & VANE	2SGX-402 03-96033-16	808.08	808.08
1	EA		LINE 3 TESTING: BURNERS, THIRTY-TWO (32)	2SGX-402 03-96033-12	958.98	958.98
1	EA		LINE 4 REPAIR: ARMS, DAMPER DRIVE, TWO (2)	2SGX-402 03-96033-18	740.74	740.74
			NB/CLE			
			**NOTE: BY REFERENCE, ALL TERMS & CONDITIONS OF CONTRACT NO. 04-45618 SHALL APPLY**			

1. Invoices and correspondence may be mailed to Intermountain Power Service Corporation, 850 West Brush Wellman Rd., Delta, Utah, 84624-9546.

2. Acknowledgement is required if shipment will not be made within FIVE days.

3. Mark packages or items with IPSC part number and/or P.O. Line number.  
Show number on invoice and packing slip.

4. Vendor must furnish applicable material safety data sheets.

5. Add to invoice all applicable federal taxes.

UTAH VENDORS ARE TO ADD TO THE INVOICE  
ALL APPLICABLE STATE, AND COUNTY TAXES.

OUT OF STATE VENDORS, LICENSED TO  
COLLECT UTAH TAXES, ARE TO ADD TAX OF 6%.

UTAH TAXES WILL BE ACCRUED BY IPSC FOR  
OUT OF STATE VENDORS NOT LICENSED TO  
COLLECT UTAH STATE TAX

BUYER

IP7\_028925

Delta, Utah 84624-9546 (435) 864-4414 - Purchasing FAX (435) 864-6678

# PURCHASE ORDER

18 FEB 2004

VENDOR MUST SHOW P.O. NUMBER ON ALL INVOICES, BILL OF LADING, CORRESPONDENCE, AND ON PACKING LISTS IN EACH CONTAINER, TO INSURE PROMPT PAYMENT. CHARGES FOR TRANSPORTATION MUST BE SUPPORTED BY COPY OF FREIGHT BILL.

PURCHASE ORDER NO.	VENDOR CODE	REQUISITION NO
04-37477	8149	MULTI

VENDOR: TEI CONSTRUCTION SERVICES INC.

\* \* \* S H I P T O \* \* \*

INTERMOUNTAIN POWER SERVICE CORPORATION

850 W. BRUSH WELLMAN RD.

DELTA , UT 84624-9546

251-633-4181 OR 864-879-6860

CONFIRMING DO NOT DUPLICATE	NON CONFIRMING X	SHIP VIA VENDOR	TERMS NET 30	FOB POINT DESTINATION F/A	PAGE OF 2 2	FAX
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**INTERMOUNTAIN POWER SERVICE CORPORATION'S STANDARD TERMS AND CONDITIONS ARE INCLUDED AS PART OF THIS AGREEMENT**

QUANTITY ORDERED	U M	IPSC PART NO.	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENSION
			<p>*****ATTENTION IPSC WAREHOUSE*****</p> <p>THIS ORDER IS FOR A SERVICE AND NO MATERIAL WILL BE RECEIVED</p> <p>***SERVICE CONTRACT TERMS AND CONDITIONS (T&amp;C 100) ARE INCORPORATED IN THIS PURCHASE ORDER BY REFERENCE***</p>			
			DATE REQUIRED 02/23/04		TOTAL COST	13,888.26

1. Invoices and correspondence may be mailed to Intermountain Power Service Corporation, 850 West Brush Wellman Rd., Delta, Utah, 84624-9546.
2. Acknowledgement is required if shipment will not be made within FIVE days.
3. **Mark packages or items with IPSC part number and/or P.O. Line number. Show number on invoice and packing slip.**
4. Vendor must furnish applicable material safety data sheets.
5. Add to invoice all applicable federal taxes.

UTAH VENDORS ARE TO ADD TO THE INVOICE  
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COLLECT UTAH TAXES. ARE TO ADD TAX OF 6%.

UTAH TAXES WILL BE ACCRUED BY IPSC FOR  
OUT OF STATE VENDORS NOT LICENSED TO  
COLLECT UTAH STATE TAX

NANCY BENNETT 435-864-4414

REVIEWED BY JOHN BARSSEN

**IP7\_028926**

10:56:58 02-13-04

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I P S C  
BUYERS ACTION REPORT  
\*\*\*\*\*

PAGE 1

BUYER : 5 NANCY BENNETT

REQ NUMBER	NAME OF REQUESTOR	TEL DNUMBER	WO EXT	EQUIP NUMBER	ACTION CODE	DEPT APPROVAL	PRIORITY CODE
200133	HOWARD HAMILTON	026208	6436	03-96033-19	2SGA--1 0	G. CROSS	4 ROUTINE

*Welding services for burner testing.*

LINE ITEM NUMBER	DESCRIPTION	REQUIRED QUANTITY U/M	ESTIMATED COST	EXTENDED AMOUNT	SOK
1 DIRECT	32 ABT BURNERS HAVE BEEN RECEIVED AS OF 02/09/04. THE PITOT TUBING AND FITTINGS ARE 316 STAINLESS STEEL. THEY HAVE BEEN AIR TESTED ON ALL OF THESE BURNERS. 61 LEAKS HAVE BEEN FOUND IN THE FITTINGS TO DATE. A CROSS HAS TO BE HEATED TO FIX A LEAK ***** WHEN THIS IS DONE TO ANY CONNECTION OF THE CROSS THE SILVER BRAZING IN THE OTHER THREE CONNECTIONS MELTS AND THESE CONNECTIONS AS A RESULT HAVE TO BE WELDED. A COUPLING WILL REQUIRE THAT TWO WELDS BE MADE. THUS, TO DATE WE HAVE 61 LEAKS THAT WILL REQUIRE THAT 137 WELD BE MADE. ABT ADVISED THAT THE REMAINING 16 BURNERS TO BE SENT ALL HAVE BEEN AIR TESTED BEFORE THEY LEFT THE FABRICATION SHOP. WE WILL AIR TEST ALL OF THE 16 BURNERS WHEN THEY ARRIVE WHICH WILL BE THE WEEK OF 2/16 ADN 2/23. I HAVE ADDED 32 ADDITIONAL WELDS TO THIS REQUISITION IN CASE WE HAVE LEAKS ON THE REMAINING 16 BURNERS. THERE ARE 22 WELDS PER BURNER. WE HAVE AIR TESTED 702 WELDS ON 32 BURNERS TO DATE. OF THESE 702 WELDS 137 ABOUT 20% WILL HAVE TO BE REWELDED AFTER TAKING THE CONNECTION APART AND CLEANING BY ABRAISION. ABT SILVER BRAZED THE CONNECTIONS, IPSC WILL HAVE TEI HELI-ARC THE CONNECTIONS. HELI-ARC WILL COST THE SAME AS REWELDING WITH SILVER BRAZING AND THE HELI-ARC WELD WILL TAKE GREATER TEMPRATURES AND WILL HOLD UP BETTER TO STRESS. TEI HAS ESTIMATED 2 MANHOURS PER WELD. A MECHANIC AND A CERTIFIED WELDER ARE REQUIRED TO PERFORM THIS WORK. OUR CONTRACT RATE WITH TEI IS \$33.67/HOUR FOR MECHANICS AND CERTIFIED WELDERS SO EACH WELD WILL COST <u>67.34/WELD</u> .	02/12/04 169 EA	67.34000	11380.46	N

ACCT NUMBER TAX  
00-2SGX-402 N

77  
P.O. # 57476  
Buyer MS NANCY  
Vendor 8149 TEI  
Terms N30  
V/A Vendor  
F.O.B. Dest  
Attn/Confirming To TEI  
Delivery 2/23/04  
E-mail ☐ Y ☐ N  
Message # \_\_\_\_\_  
Notes \_\_\_\_\_

*Sole Source:  
Contract on site -  
will be installed  
burner -  
2/27/04*

*Note: By reference, all terms & conditions of contract no. 04-45618 shall apply.*

IP7\_028927

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I P S C  
B U Y E R S   A C T I O N   R E P O R T  
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10:56:58 02-13-04

PAGE 2

BUYER : 5 NANCY BENNETT

REQ	NAME OF	TEL	WO	EQUIP	ACTION	DEPT	PRIORITY
NUMBER	REQUESTOR	-----	DNUMBER	EXT	NUMBER	NUMBER	CODE

\*\*\*\*\*

NOTES : THIS WORK NEEDS TO BE COMPLETED BEFORE THE OUTAGE.  
ONCE THE BURNERS ARE INSIDE THE WINDBOX THEY WILL  
BECOME MORE DIFFICULT TO ACCESS AND THE COST WILL  
CHANGE. ALSO TEI WILL BE HARD PRESSED TO PROVIDE  
ACCESS AND MAN POWER ONCE THE OUTAGE BEGINS.

DELIVER TO : WILL PICK UP

REQ: 200133    TOTAL AMOUNT ON REQ: 11,380.46  
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IP7\_028928

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 I P S C  
 BUYERS ACTION REPORT  
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10:56:58 02-13-04

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BUYER : 5 NANCY BENNETT

REQ NUMBER	NAME OF REQUESTOR	TEL DNUMBER	WO EXT	EQUIP NUMBER	ACTION CODE	DEPT APPROVAL	PRIORITY CODE
200144	HOWARD HAMILTON	D26208	6436	03-96033-18 2SGA--1	1 BREAKDOWN	G. CROSS	4 ROUTINE

LINE	ITEM	NUMBER	DESCRIPTION	REQUIRED QUANTITY	U/M	ESTIMATED COST	EXTENDED AMOUNT	50K
1	DIRECT		TWO OF THE DAMPER DRIVE ARMS TO THE OUTER DAMPER WERE DAMAGED DURING SHIPMENT. ABT REVIEWED EMAIL AND PHOTOS SENT TO THEM AND SENT BY IPSC. ABT SEND A REPAIR PROCEDURE TO HAVE THE BENT PORTIONS OF THE RODS REPAIRED. TEI'S ESTIMATE OF \$740 IS TO ***** MAKE THE REPAIRS CALLED OUT IN ABT'S REPAIR PROCEDURE. NOTE THAT THIS DAMAGE OCCURED IN THE FIRST SHIPMENT TO ARRIVE AT IPSC. 32 BURNERS HAVE ARRIVED TO DATE WITH NO SHIPPING DAMAGE. ABT HAS MADE ADJUSTMENTS IN THEIR SHIPPING PROCEDURES THAT HAVE ELIMINATED THE DAMAGE SUSTAINED IN THIER FIST SHIPMENT.	02/12/04	1 EA	740.74000	740.74	N
				VENDOR:	TEI		ACCT NUMBER TAX	
							00-2SGX-402	N

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NOTES : THIS WORK NEEDS TO BE COMPLETED BEFORE THE START  
OF THE UNIT 2 OUTAGE.

DELIVER TO : WORK WILL BE PERFORMED BY TEI UP AUTHORIZATION

*Repair of Damper Drive  
Arms*

REQ: 200144 TOTAL AMOUNT ON REQ: 740.74

IP7\_028929

10:56:58 02-13-04

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IPSC  
BUYERS ACTION REPORT  
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BUYER : 5 NANCY BENNETT

REQ NUMBER	NAME OF REQUESTOR	TEL EXT	WO NUMBER	EQUIP NUMBER	ACTION CODE	DEPT APPROVAL	PRIORITY CODE
200153	HOWARD HAMILTON	D26208	6436	03-96033-16	25GA--A	0	G. CROSS
							4 ROUTINE

LINE	ITEM	NUMBER	DESCRIPTION	REQUIRED QUANTITY	U/M	ESTIMATED COST	EXTENDED AMOUNT	50K
1	DIRECT		TO PROVE ALL OF THE DAMPER AND VANE CONTROLS WERE FUNCTIONAL AFTER SHIPMENT AND PRIOR TO INSTALLATION IPSC REQUESTED THAT TEI CRANK THE OUTER DAMPER CONTROL ARM, CRANK THE TWO OUTER SPIN VANE CONTROL ARMS, PUSH AND PULL THE INNER DAMPER CONTROL ARM AND CHECK ALL OF THE OUTER SPIN VANE LINKAGES FOR ANY MISSING PINS. TEI COST OF \$808.08 IS TO PERFORM THE ABOVE INSPECTIONS AND PROFFING ON ALL 48 BURNERS. WE HAVE FOUND MISSING PINS AND FOUND TWO OF THE OUTER DAMPER CONTROL ARMS TACK WELDED TO DATE.	1	EA	808.08000	808.08	N
					TEI		ACCT NUMBER TAX	00-2SGX-402 N

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NOTES : WORK NEEDS TO BE PERFORMED BEFORE OUTAGE BEGINS.  
DELIVER TO : TEI WILL PERFORM WORK ON UNLOADED BURNERS.

*Damper & Vane  
Controls Testing*

REQ: 200153 TOTAL AMOUNT ON REQ: 808.08

IP7\_028930

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 I P S C  
 BUYERS ACTION REPORT  
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10:56:59 02-13-04

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BUYER : 5 NANCY BENNETT ✓

REQ NUMBER	NAME OF REQUESTOR	----- DNUMBER	TEL EXT	WO NUMBER	EQUIP NUMBER	ACTION CODE	DEPT APPROVAL	PRIORITY CODE
200162	HOWARD HAMILTON	D26208	6436	03-96033-12	2SGA--A	9 OTHER	G. CROSS	4 ROUTINE

LINE ITEM NUMBER	DESCRIPTION	REQUIRED QUANTITY U/M	ESTIMATED COST	EXTENDED AMOUNT	50K
1	DIRECT				
	THE FIRST 16 BURNERS WERE TESTED AND 31 LEAKS WERE 02/12/04	1 EA	958.98000	958.98	N
	FOUND. REQUISITION 199798 WAS WRITTEN TO COVER VENDOR: TEI				
	THIS AIR TESTING OF THESE 16 BURNERS. BECAUSE				ACCT NUMBER TAX
	THERE WERE SO MANY LEAKS IN THE FIRST 16 BURNERS				00-2SGX-402 N
	THIS REQUISITION IS WRITTEN TO TEST THE REMAINING 32*****				
	BURNERS. TEI CHARGED \$494 FOR THE FIRST 16				
	BURNERS.				

\*\*\*\*\*

NOTES : THIS WORK NEEDS TO BE COMPLETED BEFORE THE OUTAGE  
 DELIVER TO : WILL PICK UP

*Burner testing for  
 32 Burners*

REQ: 200162 TOTAL AMOUNT ON REQ: 958.98  
 =====

IP7\_028931



**INTERMOUNTAIN POWER SERVICE CORPORATION**

**CONTRACT 04-45618**

**and**

**SPECIFICATIONS 45618**

**for**

**INSTALLATION OF LOW NO<sub>x</sub> BURNERS, ANCILLARY HARDWARE,  
AND ASSOCIATED FLAME DETECTION SYSTEMS IN UNIT 2**

**CONTRACT ISSUED TO:**

**TEI CONSTRUCTION SERVICES, INC.  
550 B Brookshire Road  
Greer, SC 29651**

**CONTRACT ADMINISTRATOR: James Nelson**

**Buyer: Nancy Bennett**

**CONTRACT AGREEMENT**

**THIS CONTRACT AGREEMENT**, entered into this 3rd day of February, 2004, between the **INTERMOUNTAIN POWER SERVICE CORPORATION (IPSC)**, a nonprofit organization under contract to the Intermountain Power Agency (IPA), a political subdivision of the state of Utah, organized and existing under the Interlocal Co-Operation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, and **TEI CONSTRUCTION SERVICES , INC.**, a Corporation, with its principal office in Greer, South Carolina, hereinafter called the (Contractor),

WHEREAS, IPSC has prepared specifications and other Contract Documents for forty-eight (48) **Low NOx Burners, Ancillary Hardware, and Associated Flame Detection Systems in Unit 2** as detailed in the Contract Documents (the Work), and has requested proposals from bidders to perform the Work;

WHEREAS, Contractor has submitted to IPSC a Proposal in accordance with the terms of this Contract Agreement; and

WHEREAS, IPSC has determined and declared Contractor to be the lowest and best, regular responsible bidder for the said Work, subject to execution of this Contract Agreement;

**AGREEMENTS:** In consideration of the compensation to be paid to Contractor, and of the mutual terms and conditions contained herein, IPSC for itself and its successors, and Contractor for itself and its permitted successors and assigns, hereby agree as follows:

**ARTICLE I:** Contractor shall perform in accordance with the provisions of this Contract Agreement, including the "Contract Documents" identified in Article III hereof.

**ARTICLE II:** Contractor will be paid for its performance under this Contract Agreement in accordance with the provisions of the Contract Documents, including those provisions in the Article entitled "Limitation of Liability; Responsible Party" in Part C, Division C1, General Conditions.

**ARTICLE III:** The term "Contract Documents" means and includes all of the following:

<u>PART</u>	<u>DIV</u>	<u>TITLE</u>
A		Bidding Documents
	A1	Proposal
B	B1	Contract Documents Description
C		Conditions
	C1	General Conditions
	C2	Additional General Conditions
D		Detailed Specifications
	D1	Special Conditions
	D2	Detailed Requirements

**Attachments:**

1. TEI Formal Proposal Number 03-139
2. Arrangement & Outline Drawings
3. Time & Material Rates
4. TEI Performance Bond

The foregoing Contract Documents, and the documents identified in Part B "Contract Documents Description," are an integral part of this Contract Agreement and are hereby incorporated as part of this Contract Agreement as if fully restated herein. The above listed Contract Documents shall prevail over other information submitted with Contractor's Proposal.

**ARTICLE IV:** This Contract Agreement, including the Contract Documents, constitutes the entire Agreement of the parties hereto with respect to the Work and other subjects addressed herein, and supersedes all prior oral communications or written documents.

Contract No. 04-45618

WHEREFORE, IPSC and Contractor execute this Contract Agreement as of the date stated in the first introductory paragraph.

**INTERMOUNTAIN POWER SERVICE CORPORATION**

850 West Brush Wellman Road  
Delta, UT 84624-9546

By *George W. Cross*  
George W. Cross  
President and Chief Operations Officer

*2/3/04*  
Date

**TEI CONSTRUCTION SERVICES, INC.**

550 B Brookshire Road  
Greer, SC 29651

By: *Dale Naughton*

*1/29/04*  
Date

Title: *PRESIDENT*

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**SPECIFICATIONS**

<b><u>PART</u></b>	<b><u>DIV</u></b>	<b><u>TITLE</u></b>	<b><u>PAGE NUMBER</u></b>
A		Bidding Documents	
	A1	Proposal	A1-1
B	B1	Contract Documents Description	B1-1
C		Conditions	
	C1	General Conditions	C1-1 thru C1-8
	C2	Additional General Conditions	C2-1 thru C2-3
D		Detailed Specifications	
	D1	Special Conditions	D1-1 thru D1-7
	D2	Detailed Requirements	D2-1 thru D2-6

**Attachments:**

1. TEI Formal Proposal Number 03-139
2. Arrangement & Outline Drawings
3. Time & Material Rates
4. TEI Performance Bond

**PART A - DIVISION A1****BIDDING DOCUMENTS - PROPOSAL**

1. Proposal is hereby made to furnish and deliver to Intermountain Power Service Corporation manpower and material for the installation of forty-eight (48) **Low NOx Burners, Ancillary Hardware, and Associated Flame Detection Systems in Unit 2**, F.O.B. 850 West Brush Wellman Road, Delta, UT, in accordance with **Specifications 45618**. All Work shall be completed according to the Contract Documents and Attachment 1, TEI Proposal Number 03-139.

**Firm Price Bid:** \$1,616,800

**Note:** All Work under this Contract shall be performed under the Firm Price Bid, excepting only those portions of Work that are explicitly identified in Part D, Division D2, Article 6, Installation, subparagraphs l, p, and r as to be performed on a Time and Material basis. Worked performed on a Time and Material basis shall be billed per Attachment 3, Time & Material Rates.

**Taxes:** The foregoing quoted prices are exclusive of all applicable sales and use taxes.

**Form of Business Organization:** Bidder is a Corporation, organized under the laws of the state of Delaware.

**Person to Contact:** Should IPSC desire information concerning this Proposal, please contact: Dale Naughton, 550 B Brookshire Road, Greer, South Carolina, 29651, Telephone: (864) 879-6860

2. **Payment Schedule:** Contractor shall be compensated for completion of the specified Work Scope in the following manner:

<b>Milestone</b>	<b>Contract Percentage (Dollars) Payment</b>
Material Staging Complete Including All Forty-Eight (48) Burners; Staging Locations Are To Be Pre-Approved By IPSC	10% (\$161,680)
Burner Installation Complete Including Completion Of Burner And Ancillary Hardware Installation To The Point Of Full Operability and Satisfactory Functional Checks Of Burners, Burner Registers, Scanners, Ignitors, Dampers, Valves, Etc.	80% (\$1,293,440)
Contract Retention - Final 10% To Be Paid After Four (4) Weeks Of Burner System Operation Without Installation Related Concerns Including Completion Of All Remaining Miscellaneous Installation Items, Such As Insulation And Lagging, Work And Storage Area Clean-Up, Demobilization, Etc.	10% (\$161,680)
<b>Total Of Contract Payments</b>	<b>\$1,616,800</b>

**PART B - DIVISION B1**

**CONTRACT DOCUMENTS DESCRIPTION**

The Contract Agreement, together with the documents listed in Article III thereof, the reference Specifications, any other documents listed below, and such of Contractor's Proposal documents as are expressly agreed to by IPSC shall constitute the Contract (Contract). Said Documents are complementary and require complete and finished Work. Anything shown or required of Contractor in any one or more of said documents shall be as binding as if contained in all of said documents. Contractor shall not be allowed to take advantage of any error, discrepancy, omission, or ambiguity in any document, but shall immediately report to the Chief Operations Officer, in writing, any such matter discovered. The Chief Operations Officer will then decide or correct the same and the decision will be final.

**Attachments:**

1. TEI Formal Proposal Number 03-139
2. Arrangement & Outline Drawings
3. Time & Material Rates
4. TEI Performance Bond

**PART C - DIVISION C1**

**CONDITIONS - GENERAL CONDITIONS**

1. **Definitions:** The following words shall have the following meanings:
  - a. **Bidder:** The person, firm, or corporation adopting and submitting a Proposal under these Specifications.
  - b. **Buyer:** The Purchasing Agent for IPSC.
  - c. **Chief Operations Officer:** The President and Chief Operations Officer of IPSC, or other representatives designated by the President and Chief Operations Officer acting within the limits of their authority.
  - d. **Contract Administrator:** The IPSC employee designated by the Chief Operations Officer with primary responsibility for administration of the Contract, or other representatives designated by the Contract Administrator acting within the limits of their authority.
  - e. **Contractor:** The person, firm, or corporation to whom the Contract is awarded.
  - f. **Directed, Required, Approved, etc.:** The words *directed, required, approved, permitted, ordered, designated, prescribed, instructed, acceptable, accepted, satisfactory*, or similar words shall refer to actions, expressions, and prerogatives of the Contract Administrator unless otherwise expressly stated.
  - g. **Gallon:** Liquid volume of 231 cubic inches at 60 degrees Fahrenheit.
  - h. **IGS:** Intermountain Generating Station located at 850 West Brush Wellman Road, Delta Utah 84624.
  - i. **IPA:** Intermountain Power Agency, the owner of Intermountain Power Project, and a political subdivision of the state of Utah, organized and existing under the Interlocal Co-operation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended.
  - j. **IPP:** Intermountain Power Project, consisting of Intermountain Generating Station, Intermountain Railcar, Intermountain Converter Station, Adelanto Converter Station, Intermountain AC Switchyard and associated transmission lines, microwave stations, and support facilities.
  - k. **IPSC:** Intermountain Power Service Corporation, a nonprofit corporation, furnishing personnel to support the Operating Agent in the performance of operation and maintenance.



## DIVISION C1

GENERAL CONDITIONS

---

- l. Operating Agent, or LADWP: The City of Los Angeles Department of Water and Power which is responsible for operation and maintenance for IPP.
  - m. Reference Specifications: Those bulletins, standards, rules, methods of analysis or tests, codes, and specifications of other agencies, engineering societies, or industrial associations referred to in these Specifications. These refer to the latest edition, including amendments published and in effect at the date of the Invitation for Proposal, unless specifically referred to by edition, volume, or date. Unless the context otherwise requires, Reference Specifications also include all amendments published or adopted after the date of the Invitation for Proposal.
  - n. Subcontractor: A person, firm, or corporation, other than Contractor and employees thereof, who supplies labor, materials, or services, for a portion of the Work to be performed by Contractor under this Contract.
  - o. Ton: The short ton of 2000 pounds (lbs).
  - p. Work: The materials, services, equipment, and other performance identified in these Specifications and other Contract Documents to be provided by Contractor.
2. Materials and Work: All Work shall comply with these Specifications. All materials used or supplied, and all equipment furnished, shall be new and unused; however, this requirement shall not preclude the use of recycled materials in the manufacturing processes. All Work shall be done by qualified workers in a thorough and workmanlike manner that would pass without objection in both Contractor's trade and IPA's and IPSC's industry. Materials, equipment, workmanship, and other Work not definitely specified, but incidental to and necessary for the Work, shall conform to the best commercial practice for the type of Work in question and be of a quality that passes without objection in Contractor's trade and IPA's and IPSC's industry.
3. Nondiscrimination: The applicable provisions of Executive Order No. 11246 of September 24, 1965, and Bureau of Land Management regulations, and all other applicable governmental regulations pertaining to nondiscrimination in employment in the performance of contracts, are incorporated herein by reference, and made a part hereof as if they were fully set forth herein. During the performance of this Contract, Contractor shall not discriminate in its employment practices against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, or physical disability. All subcontracts awarded under or pursuant to this Contract shall contain a like nondiscrimination provision.
4. Governing Law: Venue: This Contract shall be governed by the substantive laws of the state of Utah, regardless of any rules on conflicts of laws or choice of law that would

## DIVISION C1

GENERAL CONDITIONS

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otherwise cause a court to apply the laws of any other state or jurisdiction. Any action, in law or in equity, concerning any alleged breach of or interpretation of this Contract, or concerning any tort in relation to this Contract or incidental to performance under this Contract, shall be filed only in the state or federal courts located in the state of Utah.

5. Patents and Intellectual Property: Contractor shall fully indemnify and, at the election of IPA, defend IPA, IPSC, and the Operating Agent against any and all liability, whatsoever, by reason of any alleged infringement of any intellectual property rights (including, but not limited to, patents, copyrights, trademarks, or trade secrets) on any article, process, method, or application used in any designs, plans, or specifications provided under this Contract, or by reason of Contractor's manner of performance under this Contract, or by reason of use by IPA, IPSC, or the Operating Agent of any article, process, or material specified by Contractor. This indemnification shall not apply to designs or materials furnished to Contractor by Purchaser.

Engineering drawings, documents, specifications, calculations, and data that Contractor prepares as part of the Work (collectively Drawings) shall be delivered to IPSC and become the property of IPSC at the conclusion of the Work. IPSC shall be entitled to use said Drawings and the information contained therein for the construction, operations, maintenance, repair and/or alternation of IPP facilities.

6. Contractor's Address and Legal Service: The address given in the Proposal shall be considered the legal address of Contractor and shall be changed only by advance written notice to IPSC. Contractor shall supply an address to which certified mail can be delivered. The delivery of any communication to Contractor personally, or delivery to such address, or the depositing in the United States Mail, registered or certified with postage prepaid addressed to Contractor at such address, shall constitute a legal service thereof.
7. Assignment and Subcontracting: Contractor shall not assign or subcontract the Work, or any part thereof, without the prior written consent of IPSC, nor shall it assign, by power of attorney or otherwise, any of the monies payable under this Contract unless written consent of IPSC has been obtained. No right under this Contract, nor claim for any monies due or to become due hereunder shall be asserted against IPSC, or persons acting for IPSC, by reason of any so-called assignment of this Contract or any part thereof, unless such assignment has been authorized by the written consent of IPSC. Where permission to assign monies due or to become due under this Contract is received from IPSC, the instrument of assignment shall contain a clause subordinating the claim of the assignee to all prior liens for services rendered or materials supplied for the performance of the Work. The responsibility for performance under the Contract shall remain with Contractor. No right shall be asserted against IPSC, IPA, or the Operating Agent, in law or equity, by reason of any assignment or disposition unless so authorized.

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If Contractor, without such prior written consent, purports to assign or dispose of the Contract or of any interest therein, IPSC, at its option, may terminate the Contract, and IPSC, IPA, and the Operating Agent shall be relieved and discharged from any and all liability and obligations to the Contractor, and to any assignee or transferee thereof.

Should any subcontractor fail to perform in a satisfactory manner, the associated subcontract shall be immediately terminated by Contractor upon notice from IPSC. Contractor shall be as fully responsible and accountable to IPSC for the acts and omissions of all associated subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and IPSC.

Where an approved subcontractor, specified by Contractor, is no longer able or available, Contractor shall provide recommendations and substantiating documentation to IPSC for substituting a different subcontractor. IPSC will review the submitted documentation and respond to Contractor as to the acceptability of the substitute subcontractor. The subcontractor shall not be engaged until written approval is received from IPSC.

8. **Quality Assurance:** IPSC has the right to subject any or all materials, services, equipment, or other Work furnished and delivered under this Contract to rigorous inspection and testing. (Unless otherwise specifically provided in this Contract with respect to specific materials, services, equipment, or other Work, IPSC has no duty to inspect, test, or specifically accept.) Before offering any materials, services, equipment, or other Work for inspection, testing, delivery, or acceptance, Contractor shall eliminate all items or portions which are defective or do not meet the requirements of these Specifications. If any items or portions are found not to meet the requirements of these Specifications, the lot, or any faulty portion thereof, may be rejected. Only the Contract Administrator may accept any materials, services, equipment, or other Work as complying with these Specifications on behalf of IPSC.

IPSC may inspect and reject materials, services, equipment, or other Work tendered or purchased under this Contract at any reasonable location IPSC may choose (including, but not limited to, points of origin, while in transit to IPSC, IPSC's specified receiving points, IPSC's storage sites, or any point of use or installation). Inspection can include any testing that IPSC deems necessary or convenient to determine compliance with these Specifications. The expense of any initial tests will be borne by IPSC. All expenses of subsequent or additional tests will be charged against Contractor when due to failure of first-offered materials, services, equipment, or other Work to comply with these Specifications.

The fact that the materials, services, equipment, or other Work have or have not been inspected, tested, or accepted by IPSC, whether voluntarily or as required by any

## DIVISION C1

GENERAL CONDITIONS

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specific provision in this Contract, shall not relieve Contractor of responsibility in case of later discovery of nonconformity, flaws, or defects, whether patent or latent.

9. Extra Work, Reduced Work, and Change Orders by IPSC: IPSC reserves the right at any time before final acceptance of the entire Work to order Contractor to furnish or perform extra Work, or to make changes altering, adding to, or deducting from the Work, without invalidating this Contract. Changes shall not be binding upon either IPSC or Contractor unless made in writing in accordance with this Article.

Changes will originate with the Chief Operations Officer who will transmit to Contractor a written request for a Proposal covering the requested change, setting forth the changed Work in detail, and including any required supplemental plans or specifications. Upon receipt of such request, Contractor shall promptly submit in writing to the Chief Operations Officer a Proposal offering to perform such change, a request for any required extension of time caused by such change, and an itemized statement of the cost or credit for the proposed change. Failure of Contractor to include a request for extension of time in the Proposal shall constitute conclusive evidence that such extra Work or revisions will entail no delay and that no extension of time will be required. If Contractor's Proposal is accepted by IPSC, a written change order will be issued by the Chief Operations Officer stating that the extra Work or change is authorized and granting any required adjustments of the Contract price and of time of completion. If Contractor's Proposal is rejected by IPSC, then IPSC may order the additional or changed Work from other vendors.

Additional Work or changes pursuant to the change order shall be performed in accordance with the terms and conditions of these Specifications. No extra Work shall be performed or change made unless pursuant to such written change order, and no claim for an addition to the Contract price shall be valid unless so ordered.

Notwithstanding anything in the preceding paragraphs to this Article, IPSC may issue a written order reducing the scope of the Work without issuing a request for Proposal. Any such reduction in the scope of Work shall be effective upon issuance. Reductions ordered by IPSC shall constitute partial terminations and shall reduce the price to be paid by IPSC.

10. Changes at Request of Contractor: Changes may be made to facilitate the Work of Contractor. Such changes may only be made without additional cost to IPSC, without extension of time, and pursuant to written permission from the Chief Operations Officer. Permission for such changes shall be requested in writing by Contractor to the Chief Operations Officer.
11. Time is of Importance and Extensions of Time: Time is of importance to this Contract. Delivery and other performance of Work must be completed within the times and by the

## DIVISION C1

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dates specified. Time for delivery or other performance of Work shall not be extended except as provided in this Article.

If Contractor makes a timely written request in accordance with this Article, the time for delivery or other performance of Work will be extended by a period of time equivalent to any delay in the whole Work which is: (a) authorized in writing by the Chief Operations Officer; (b) caused solely by IPSC; or (c) due to unforeseeable causes (such as war, strikes, labor disputes, shortages, or natural disasters) and which delay is beyond the control and without the fault or negligence of Contractor and subcontractors.

Contractor shall promptly notify the Chief Operations Officer in writing at both the beginning and ending of any delay, of its cause, its effect on the whole Work, and the extension of time claimed. Failure of Contractor to provide such written notices and to show such facts shall constitute conclusive evidence that no excusable delay has occurred and that no extension of time is required. Notwithstanding the above, if Contractor is delayed in the progress of the work due to wrongful acts or neglect of the Purchaser or others under IPSC's control, and if such delay cannot be compensated by an extension of time, then the contract price will be subject to equitable adjustment. The Chief Operations Officer will ascertain the facts and the extent of the delay and will extend the time for delivery when the findings of fact justify such an extension. The Chief Operations Officer's determination will be final and conclusive.

IPSC will be responsible for granting extensions of time as herein provided, but will not otherwise be responsible in any manner or liable to any extent for damage directly or indirectly suffered by Contractor as a result of any delay.

12. Protests and Claims: If Contractor considers any demand of the Chief Operations Officer to be outside of the requirements of this Contract, or considers any amount of payment, or any record, ruling, or other act, omission, or determination by the Chief Operations Officer to be unreasonable, Contractor shall promptly deliver to the Chief Operations Officer a written statement of the protest and of the amount of compensation or nature of accommodation, if any, claimed.

Upon written request by the Chief Operations Officer, Contractor shall provide access to all records containing any evidence relating to the protest or claim.

Upon review of the protest, claim, and evidence, the Chief Operations Officer will promptly advise Contractor in writing of the final decision which will be binding on all parties.

The requirements of this Article shall be in addition to, and shall not be construed as waiving claims provisions of the Statutes of the state of Utah. Contractor is deemed to

## DIVISION C1

GENERAL CONDITIONS

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have waived and does waive all claims for extensions of time and for compensation in addition to the Contract price except for protests and claims made and determined in accordance with this Article.

13. Limitation of Liability; Responsible Party: It is understood and agreed that IPA shall be the sole party or person liable to Contractor for payments under or pursuant to this Contract, and for any breaches, defaults, or for any torts in the performance of or in relation to this Contract by IPA, IPSC, or the Operating Agent, or any officers, agents, or employees thereof. Contractor hereby expressly covenants and agrees that no suit shall be brought by Contractor against IPSC, or the Operating Agent, or their or IPA's officers, agents, or employees, but that all rights or remedies that Contractor may have or that may arise under or in relation to this Contract shall be asserted by Contractor solely against IPA. Without limiting the foregoing provisions of this Article, Contractor shall have no right against any of the foregoing (including IPA) to assert or recover in contract or in tort, damages or losses in the nature of special damages, indirect damages, consequential damages, incidental damages, punitive, or exemplary damages.

The liability of Contractor and its employees, subcontractors, and suppliers on all claims of any kind (excluding property damage to the extent of proceeds from the insurance specified in this Contract, and death or bodily injury) whether based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, for all losses or damages arising out of, in connected with, or resulting from this Contract Agreement, or from the performance or breach hereof, or any extension or expansion thereof (including remedial warranty efforts), shall not exceed the Contract Price. In no event shall Contractor, its subcontractors, suppliers, and employees be liable to IPSC for any special, indirect, incidental, exemplary, or consequential damages under any cause or form of action whatsoever. This provision shall prevail over any conflicting or inconsistent provision or portion of this Contract.

14. Independent Contractor: Contractor shall perform all Work as an independent contractor in the pursuit of its independent calling. Contractor is not an employee, agent, joint venturer, partner, or other representative of IPA, IPSC, or the Operating Agent and shall be under the control of IPSC only to provide the services requested and not as to the means or manner by which the Work is to be accomplished. Contractor has no authority to act for, bind, or legally commit IPA, IPSC, or the Operating Agent in any way.
15. Drug Policy: Contractor shall submit a current copy of its drug policy for review. IPP facilities are a drug free and zero tolerance workplace. Contractor's employees and its subcontractors' employees who are to perform Work or otherwise be at the IPP facilities shall participate in a drug testing program prior to arrival, and at any additional time(s) during this Contract as IPSC may request.

## DIVISION C1

GENERAL CONDITIONS

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16. **Security and Safety Compliance:** Contractor and its employees, agents, representatives, and/or subcontractors, while performing Work at IPP plant site, or who are otherwise on IPP premises, shall fully comply with all security, fire prevention, safety rules, and procedures in force at IPP. IPSC has the right (but not duty) to make periodic and random inspections of the persons, and of their respective property, upon entering, at any time while on, and when departing any IPP facility. Such persons subject to inspection include Contractor, any subcontractor, and their respective employees, agents, and representatives. Property subject to inspection includes, but is not limited to, vehicles, clothing, toolboxes, lunch boxes, any other carrying case, tools or equipment, and anything contained therein.

All Contractor's employees will be given security identification badges by IPSC and those badges shall be displayed each day to allow admittance to the IPP plant site. Contractor's employees who do not have security identification badges in their possession, will not be allowed on site unless signed in by the Contract Administrator. All security badges shall be returned to the Security Contractor when the employee terminates their work at IPP plant site. All Contractor's vehicles will also receive parking stickers from the Security Contractor allowing entrance to the IPP plant site. Temporary badges and parking stickers are available for intermittent Contractor employees and vehicles.

Contractor shall have access to the IPP plant site between the hours of 7:00 A.M. to 7:00 P.M. Mountain Standard Time (MST), Monday through Friday. Access may be allowed on weekends or at other times with the approval of the Contract Administrator.

Contractor will be directed to specified areas for parking vehicles and equipment by the Contract Administrator. Certain areas of the IPP plant site are restricted to IPSC vehicles only. Exceptions to the parking restriction will be made on an as needed basis through Contractor's respective Contract Administrator. Contractor shall make its employees, agents, representatives, and/or subcontractors aware of all areas that are subject to restricted parking.

17. **Nonexclusive:** This is a nonexclusive Contract. IPSC reserves the right to obtain materials, services, equipment, or other Work from other vendors or suppliers.

**PART C - DIVISION C2**

**CONDITIONS - ADDITIONAL GENERAL CONDITIONS**

1. **Guarantee:** Contractor guarantees and warrants for a minimum period of **two (2) years** after delivery and Contractor 'Release to Operations', that all materials, services, equipment, and other Work furnished are free from defects and otherwise conform to the terms of this Contract, including, but not limited to, the Article entitled "Materials and Work" in Part C, Division C1, General Conditions.

**FURTHER, IT IS AGREED THAT THE CONTRACTOR MAKES NO OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Except as set forth in the liquidated damages portion of this Agreement, in the event of a detrimental defect in materials or workmanship, Contractor's sole liability and IPSC's exclusive remedy, for breach of said warranty or for other warranty claims arising under this Agreement for any cause whatsoever, including negligence or strict liability, irrespective of whether such defects or claims are discoverable or latent shall be, at Contractor's option and expense, to repair the defect or replace the defective Work. IPSC shall, as promptly as is reasonable possible, provide Contractor access to the equipment as required to perform any necessary warranty work, and shall cooperate with Contractor to keep Contractor's associated labor costs to a minimum. If the parties agree, IPSC may provide the necessary labor to remove or install replacement parts at Contractor's expense. However, IPSC may not back charge Contractor for warranty claims without Contractor's prior written consent unless Contractor refuses or fails to perform the required warranty work on a timely basis. Equipment repaired, rebuilt, or modified by IPSC or other third parties without Contractor's consent carries no warranty, either express or implied. It is understood and agreed that some parts and/or materials included herein, such as, but not limited to, refractories, seals, liners, wear plates, are by their nature and use expendable and replaceable under normal operating conditions and are subject to increased wear and tear and more frequent replacement under startup conditions, and shall be guaranteed only as to their quality when new, but there is no warranty or guarantee of the life of said expendable or replaceable parts and/or materials, express or implied. This warranty does not cover the effects of normal wear or abuse of the equipment, abrasion, erosion, or corrosion. Contractor does not warrant that the operation of the equipment will comply with any laws or regulations governing environmental impact.

This warranty is conditioned upon prompt notice of the particular detrimental defects within ten (10) days of actual discovery, proper use and maintenance of the equipment, reasonable access allowed to Contractor to inspect the equipment and no further damage to the equipment from acts of IPSC or third parties after discovery of the defect.



## DIVISION C2

ADDITIONAL GENERAL CONDITIONS

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Contractor shall, for the protection and benefit of IPA, IPSC, and LADWP, obtain guarantees or warranties in conformity herewith from each of its vendors and subcontractors with respect to their materials, services, equipment, or other portion of the Work.

2. Work Slips and Invoices: Contractor shall furnish Work slips suitable for recording (e.g., - the weight of concentrated sulfuric acid in tons), at the time of each delivery. IPSC may direct the form of Work slips to be used. Accuracy of completed Work slips shall be subject to verification by IPSC, who will retain the original copies.

At the expiration of each calendar month during which material or Work is delivered, Contractor shall render an invoice and copies of signed Work slips (e.g., - the total weight of acid) delivered during said month.

Invoices shall be submitted in duplicate to Accounts Payable, Intermountain Power Service Corporation, 850 West Brush Wellman Road, Delta, UT 84624-9546. All letters pertaining to invoices shall be addressed to the foregoing address.

IPSC may direct the form of invoice to be used. All invoices shall show the Contract number, release number, or other identification of each delivery covered by the invoice.

In all cases, the amount of the applicable sales tax or use tax shall be separately stated on the invoice.

3. Regulations, Permits, Licenses, and Warrants: Contractor shall comply with all applicable federal, state, and local regulations including, but not limited to, Federal and State OSHA, as said regulations relate to this Contract, Contractor's performance or Contractor's trade. In addition, Contractor shall ensure that all permits, licenses, and warrants relating to this Contract, Contractor's performance, and Contractor's trade be acquired.
4. Confidentiality: Contractor shall not disclose or permit to be disclosed, or reproduce or permit to be reproduced, to any third person any confidential or proprietary information such as designs, drawings, plans, calculations, techniques, management strategies, operating data, or regulatory information that Contractor obtains from IPA, IPSC, or LADWP without the express written consent of IPSC. This Article shall survive the termination or expiration of the Contract.

DIVISION C2

ADDITIONAL GENERAL CONDITIONS

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5. Letters to IPSC: After award of Contract, all letters pertaining to performance of the Contract (other than invoice) shall be addressed as follows:

President and Chief Operations Officer  
Intermountain Power Service Corporation  
850 West Brush Wellman Road  
Delta, UT 84624-9546

Attention: James Nelson, Contract Administrator

Regarding: **Contract No. 04-45618**

**PART D - DIVISION D1**

**DETAILED SPECIFICATIONS - SPECIAL CONDITIONS**

1. **General:** Under the terms of this Contract, Contractor shall install forty-eight (48) **Low NOx Burners, Ancillary Hardware, and Associated Flame Detection Systems in Unit 2** during the Contractual Period.
2. **Printed Documents:** All printed documents, including drawings and instruction books, if applicable, shall be in the English language. All units of measurement shall be in the English foot-pound-second system.
3. **Indemnity Clause:** Contractor undertakes and agrees to indemnify, hold harmless, and at the option of IPA, defend IPA, IPSC, LADWP, and any and all of their boards, officers, agents, representatives, employees, assigns, and successors in interest from and against any and all suits and causes of action, claims, charges, costs, damages, demands, expenses (including, but not limited to, reasonable attorneys' fees and cost of litigation), judgments, civil fines and penalties, liabilities or losses resulting from personal injury to any person, including Contractor's employees and agents, or damage to or destruction of property belonging to IPSC or to third parties arising from or incident to the negligence or willful misconduct of Contractor, or Contractor's officers, agents, employees, or subcontractors of any tier.
4. **Insurance Requirements:** Prior to the start of Work, but not later than thirty (30) calendar days after date of award of Contract, Contractor shall furnish IPSC evidence of coverage from insurers acceptable to IPSC and in a form acceptable to IPSC's Insurance Analyst. Such insurance shall be maintained by Contractor and at Contractor's sole cost and expense.

Such insurance shall not limit or qualify the liabilities and obligations of Contractor assumed under this Contract. IPA, IPSC, or LADWP shall not, by reason of any of their inclusion under these policies or otherwise, incur liability to the insurance carrier for payment of the premium for these policies.

Any insurance carried by IPA, IPSC, or LADWP which may be applicable is and shall be deemed excess insurance, and Contractor's insurance is and shall be primary for all purposes despite any provision in Contractor's policies to the contrary.

Should any portion of the required insurance be on a "Claims Made" policy, Contractor shall, at the policy expiration date following completion of the Work, provide evidence that the "Claims Made" policy has been renewed or replaced with the same limits and terms and conditions of the expiring policy at least for the Contract under which the Work was performed.

## DIVISION D1

DETAILED SPECIFICATIONS - SPECIAL CONDITIONS

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- a. **Workers' Compensation/Employer's Liability:** Workers' Compensation Insurance covering all of Contractor's employees in accordance with the laws of all states in which the Work is to be performed and including Employer's Liability Insurance, and as appropriate, Broad Form All States Endorsement, Voluntary Compensation, Longshoremen's and Harbor Workers' Compensation, Jones Act, and Outer-Continental Shelf coverages. The limit for Employer's Liability coverage shall be not less than \$1 million each accident and shall be a separate policy if not included with Workers' Compensation coverage. Evidence of such insurance shall be an endorsement to the policy providing for a thirty (30) calendar days prior written notice of cancellation or nonrenewal of a continuous policy to IPSC, by receipted delivery, and a Waiver of Subrogation in favor of IPA, IPSC, and LADWP, its officers, agents, and employees. Workers' Compensation/Employer's Liability exposure may be self-insured provided that IPSC is furnished with a copy of the certificate issued by the state authorizing Contractor to self-insure. Contractor shall notify IPSC, by receipted delivery, as soon as possible of the state withdrawing authority to self-insure.
- b. **Commercial General Liability:** Commercial General Liability with Blanket Contractual Liability, Products and Completed Operations, Broad Form Property Damage, Premises and Operations, Independent Contractors, and Personal Injury coverages included. Such insurance shall provide coverage for total limits actually arranged by Contractor, but not less than \$2 million Combined Single Limit and be specific for this Contract. Should the policy have an aggregate limit, such aggregate limits should not be less than \$4 million. Umbrella or Excess Liability coverages may be used to supplement primary coverages to meet the required limits. Evidence of such coverage shall be on an endorsement of the policy acceptable to IPSC, and provide the following:
- (1) To include IPA, IPSC, LADWP, and their officers, agents, and employees as additional insured with the Named Insured for the activities and operations under and in connection with this Contract.
  - (2) That the insurance is primary and not contributing with any other insurance maintained by IPA, IPSC, or LADWP.
  - (3) That the policy shall not be subject to cancellation, change in coverage, reduction of limits or nonrenewal of a continuous policy, except after written notice to IPSC, by receipted delivery, no less than thirty (30) calendar days prior to the effective date thereof.
  - (4) A description of the coverages included under the policy.
- c. **Commercial Automobile Liability:** Commercial Automobile Liability covering the use of owned, nonowned, hired, and leased vehicles for total limits actually

## DIVISION D1

DETAILED SPECIFICATIONS - SPECIAL CONDITIONS

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arranged by Contractor, but not less than \$1 million Combined Single Limit. Such insurance shall include Contractual Liability coverage. The method of providing evidence of insurance and requirements for additional insureds, primary insurance, notice of cancellation, and Severability-of-Interest shall be the same as required in the Commercial General Liability Section of terms and conditions.

d. Other Conditions:

(1) Failure to maintain and provide acceptable evidence of any of the required insurance for the required period of coverage shall constitute a major breach of Contract, upon which IPSC may immediately terminate or suspend this Contract. In addition or in the alternative, IPSC has the right (but not duty), to procure such insurance after providing Contractor a reasonable opportunity to cure any defect in insurance coverage and to: (a) submit a claim for the cost thereof against any Performance Bond supplied by Contractor; (b) deduct the cost thereof from any monies due Contractor under this Contract or otherwise; and/or (c) to charge and collect the cost thereof from Contractor, payable upon demand. Such claim, deduction, or charge shall include an administrative fee of 2 percent of the cost of procuring said insurance. Said insurance may be procured and maintained in the name of Contractor, IPA, IPSC, LADWP, and/or any combination thereof, as primary and/or secondary insured, all as IPSC may from time to time elect.

(2) Contractor shall be responsible for all subcontractors' compliance with these insurance requirements. The foregoing remedies in subsection (1) shall be available to IPSC against Contractor for any failure by any subcontractor to maintain and provide the required insurance.

5. Transportation: All shipments of hazardous materials under this Contract or in connection herewith shall be handled in accordance with current U.S. Department of Transportation regulations and all other applicable federal, state, and local laws and regulations.

6. Safety: Contractor shall be responsible to provide and manage an acceptable safety program.

- a. Contractor shall provide a full-time safety representative. The safety representative shall act as the point of contact for all safety-related issues and may be assigned additional duties.
- b. Contractor shall provide copies of written safety policies/plans to the IPSC Contract Administrator one (1) month prior to beginning Work, including, but not

## DIVISION D1

DETAILED SPECIFICATIONS - SPECIAL CONDITIONS

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limited to, Respiratory Protection, Confined Space, and Hazardous Communications.

- c. Prior to flame cutting or welding in any location, Contractor shall first obtain a Hot Work Permit. The permit will be coordinated by the IPSC Contract Administrator or designee. The permit lists mandatory safety precautions, which shall be taken before, during, and after hot work.
- d. Contractor shall ensure its employees perform Work in accordance with all applicable federal, state, and local safety and health regulations. The IPSC Safety Section personnel will, but has no duty to, periodically monitor the Work site. If violations are noted, the violations will be reported to Contractor's on-site supervisor and the IPSC Contract Administrator for appropriate action.

Contractor agrees, warrants, and represents that: (a) it is familiar with the risks of injury associated with the Work and otherwise being on IPP plant site; (b) has reviewed the Work to be performed; (c) has inspected the IPP job site with an IPSC representative; and (d) has determined that no unusual or peculiar risk of harm exists with regard to the Work to be performed at the IPP plant site. Contractor further agrees that it shall, at all times, provide at the IPP plant site a competent supervisor(s) familiar with IPSC's and the industry's safety standards to ensure compliance with all federal, state, and local regulations pertaining to safety (including, but not limited to, Federal and State OSHA, as said regulations relate to the Work to be performed under this Contract). Although IPSC assumes no responsibility to oversee or supervise the Work, IPSC reserves the right to review safety programs and practices and to make recommendations to Contractor. No such review or recommendation by IPSC shall impose any liability or responsibility on IPSC, or relieve Contractor from providing a safe working environment and complying with all legal requirements.

Contractor shall comply with IPSC's safety and equipment requirements prior to starting Work. Worker protective clothing, which includes, but is not limited to, hardhats, safety glasses, safety shoes, gloves, respirators, earplugs, safety harnesses, and face shields shall be provided by Contractor.

Prior to starting Work, all of Contractor's personnel shall attend a safety orientation taught by a representative of IPSC. At Contractor's option and subject to IPSC's approval, a supervisor of Contractor may attend the orientation taught by IPSC, and then present the orientation to the remainder of Contractor's personnel. In that case, a roll shall be provided to IPSC which lists each person who received the orientation and the date it was received.

## DIVISION D1

DETAILED SPECIFICATIONS - SPECIAL CONDITIONS

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7. **Material Safety Data Sheets:** Contractor shall furnish IPSC with a Material Safety Data Sheet (MSDS) for all hazardous materials furnished under this Contract, used, stored, or transported on or near IPA premises in connection with this Contract. The MSDS shall be furnished to IPSC on, or prior to, the date of the first delivery, use, storage, or transportation of the materials or equipment.

If these Specifications require that Contractor furnish instruction books, the MSDS shall also be included in such books.

8. **Liquidated Damages:** IPSC shall be compensated, and Contractor shall be charged for failure in timely delivery or installation in compliance with these Specifications ("substandard performance"). These provisions are intended to compensate IPSC for losses that are too difficult or impossible to measure, but which will nevertheless be incurred by IPSC in the event of the following kinds of substandard performance:

- a. If Contractor is not prepared to proceed with the approved installation plan at the start of each respective outage, Contractor shall pay for all costs associated with mobilization and demobilization incurred by Contractor plus a boiler performance charge of \$50,000.
- b. For each day at the start of each respective outage that Contractor is unprepared to execute the approved installation plan, Contractor shall be assessed a charge of \$25,000 up to a maximum of six (6) days or \$150,000.
- c. For each day or portion thereof, that Contractor exceeds the 'Boiler Released to Operations' date specified in the Contract installation plan, Contractor shall be charged \$25,000. The maximum liquidated penalty for extending a single unit outage shall be six (6) days or \$150,000.
- d. Contractor shall be allowed to avoid one (1) day of charge associated with exceeding the 'Boiler Released to Operations', should such occur, if all materials and equipment under Contractor's control, are received and staged at IPP plant site in accordance with the approved installation plan, at least one (1) week prior to the outage start date.
- e. For each tube or weld failure (tube leak) incident occurring at a Contractor installed tube or weld within two (2) years of installation, Contractor shall pay to IPSC the sum of \$10,000.
- f. For each full day or portion thereof, up to a maximum of two (2) days, Contractor improves the 'Boiler Released to Operations' date of March 25, 2004 at 7:00 a.m. MST, Contractor shall be paid \$25,000. The maximum bonus for shortening a single unit outage shall be \$50,000.

## DIVISION D1

DETAILED SPECIFICATIONS - SPECIAL CONDITIONS

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- g. Contractor's liability under this Contract for liquidated damages will in no event exceed in the aggregate under this Contract a total of 10 percent of the total Contract price. Liquidated damages shall not be assessed unless IPSC provides written notice of intent to commence liquidated damages. Payment of liquidated damages shall be the sole and exclusive remedy for identified unexcused delay, or identified unexcused performance shortfall, as the case may be. It is understood that no liquidated damages shall be assessed for delays in delivery or completion which do not affect the 'Approved Installation Schedule' milestones or operation and that the liquidated damages will be applicable only if Contractor's unexcused delay is the sole cause of delay in the completion of the Work.
9. Contract Termination:
- a. For Convenience or Security: IPSC reserves the right, by giving twenty (20) calendar days prior written notice (or such longer notice as IPSC may select) to Contractor, to terminate the whole or any part of this Contract at IPSC's convenience, whether or not Contractor is in default. IPSC also reserves the right to terminate this Contract, effective immediately upon notice, for purposes of security or safety of IPP or IPA facilities, persons who work at IPP or IPA facilities, or the public. In the event of termination for convenience, security, or safety, IPA will pay Contractor reasonable and proper termination costs (if, however, Contractor's Proposal includes cancellation charges, payment for termination costs shall not exceed the cancellation charges set forth therein). Contractor shall, after consultation with IPSC, take all reasonable steps to minimize the costs related to termination. Contractor shall provide IPSC with an accounting of costs claimed, including adequate supporting information and documentation and IPSC may, at its expense, audit the claimed costs and supporting information and documentation.
- b. For Breach: IPSC may after providing Contractor a reasonable opportunity to initiate and diligently proceed with completing a cure, terminate the whole or any part of this Contract, effective immediately upon notice, in the event Contractor is in material default, and without right on the part of Contractor to claim any termination costs. This right to terminate is in addition to, and not in lieu of, any other remedy provided in this Contract or otherwise provided by law or equity.
- c. Limitation of Liability: In no event shall termination of this Contract by IPSC, or any portion thereof, whether for convenience, security, safety, breach, or otherwise, constitute the basis for or result in any claim for consequential damages (including loss of anticipated profits or other economic damages) or punitive damages, and Contractor hereby releases IPA, IPSC, and LADWP, and their officers, directors, employees, agents, and representatives, from any and all such claims or liability.



## DIVISION D1

DETAILED SPECIFICATIONS - SPECIAL CONDITIONS

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10. **Suspension of Work:** IPSC reserves the right to suspend and reinstate execution of the whole or any part of this Contract and Work without invalidating the provisions of this Contract. In the event Work is suspended, Contractor will be reimbursed for actual direct unavoidable costs that it reasonably incurs as a result of the suspension. Claims for such cost reimbursement shall be submitted by invoice. Contractor shall use all reasonable means to minimize such costs, and shall allow IPSC to audit costs claimed. Contractor shall, upon request by IPSC, provide a projection of costs it anticipates to incur during any suspension, or continuation of suspension, contemplated by IPSC. In no event shall suspension constitute the basis for, or result in, any claim for consequential damages (including loss of anticipated profits or other economic damages) or punitive damages, and Contractor hereby releases IPA, IPSC, and LADWP, and their officers, directors, employees, agents, and representatives, from any and all such claims or liability.
11. **No Waiver:** No breach, noncompliance or other failure to perform (collectively "breach") by Contractor, or any subcontractor, or of any Work shall be deemed waived unless expressly waived in writing by the President and Chief Operations Officer. No waiver of any one breach by IPSC shall be deemed to waive any other prior, concurrent, or subsequent breach. No exercise, or failure to exercise, or delay in exercising any particular remedy by IPSC shall be deemed a waiver or preclude IPSC from subsequently invoking that remedy for that breach or any other breach. All remedies granted to IPSC in this Contract, or by law or equity, are cumulative and may be exercised in any combination or order.
12. **Typical IPP Job Site Weather Conditions:** The average daily temperature at IPP plant site is 90°F in summer and 45°F in winter. During winter it is common for the temperature to stay below 10°F for up to two (2) weeks. Winter snow is a common occurrence and can stay on the ground for extended periods. The boilers are located indoors; however, are open to ambient conditions during outages. Contractor shall come prepared for temperature extremes.

**PART D - DIVISION D2**

**DETAILED SPECIFICATIONS - DETAILED REQUIREMENTS**

1. **General:** The Scope of Work for the Contract includes the installation of burners and ancillary hardware as provided by ABT, at IGS Unit 2. The burners in Unit 2 are to be replaced during the Spring 2004 Outage. The Outage is scheduled to begin February 28, 2004. All replacement burner materials must be on site at IGS no later than February 13, 2004.

IPSC can reschedule the start date of any outage(s). Such rescheduling shall not affect the terms of the Contract, except as expressly provided in the Contract. If the outage start date is rescheduled, then any other dates specified in the Contract in relation to the outage commencement shall be deemed correspondingly adjusted by the same number of days in relation to the new commencement date. Contractor shall provide a schedule of costs associated with an IPSC scheduled delay of the outage start date in one (1) week increments up to one (1) month. The schedule of costs shall be based on notification from IPSC one (1) month prior to the scheduled outage start dates and a second schedule of costs based on notification from IPSC one (1) week prior to the scheduled outage start dates. No incremental costs shall be allowed due to rescheduling of outage start dates if IPSC provides notice more than thirty (30) days in advance of the canceled start date.

2. **Existing Equipment:** The existing burners to be replaced are Babcock and Wilcox (B&W) Dual Register, Phase 5 Pulverized Coal Burners. The existing Bailey Controls System Flamon® Type UM and UW flame scanning hardware shall be replaced with the new burners as a part of these Specifications. The existing lighters are B&W CFA Oil Igniters normally burning No. 2 diesel oil. The B&W CFA lighters are to be reinstalled with the new burners and scanning system. Arrangement & Outline Drawings associated with the existing burners and lighters are provided herein as Attachment 2.
3. **Burner Scope:** The burner supplier, ABT, shall provide forty-eight (48) Low NOx Burners for installation by Contractor, incorporating latest technology combustion design, including, but not limited to, all associated hardware for installation, special tools, and technical direction during installation and startup. The burners shall operate compatibly and effectively with a newly installed overfire air system, which is to be capable of utilizing up to 20 percent of the total design combustion air flow.
4. **Flame Detection System Scope:** The flame detection (scanner) hardware shall be provided by ABB, Inc. Scanner cooling air pipe fittings shall be provided by the burner manufacturer, ABT. Wiring shall be provided by others. Contractor shall mount and install the scanner assembly and associated cooling air piping.
5. **Burner Design:** Burners provided by ABT and installed by TEI for use at IGS shall adhere to the following provisions:

## DIVISION D2

DETAILED SPECIFICATIONS - DETAILED REQUIREMENTS

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- a. The burner nozzles shall interface directly with the existing burner line flanges.
- b. Burners shall be provided with combustion air flow sensors providing individual burner air flow indication in each annulus on each burner.

Contractor shall route the air flow monitoring tubing to the IBAM box located on each burner elevation.

- c. Burners shall provide for local manual air balance control, both between registers within each burner and between burners within a row. The registers shall remain operable under all operating conditions for at least the durations noted in Specifications 45606, Part C, Division C2, Article 1, subarticle a, Burner and Scanner Performance Guarantees.
- d. Temperature sensors installed at two (2) locations on each burner shall be provided and routed from the windbox wall to the adjacent junction-box by Contractor. The sensors shall be located in accordance with the direction of ABT. Contractor shall mount the thermocouple heads.
- e. The materials used for installation by Contractor shall be sufficient to withstand the significant thermal stresses occurring within the windbox as a result of both radiant and convective heating.
- f. Installation services and Contractor-provided materials shall be warranted for not less than two (2) years before requiring rebuild, restoration, or replacement.
- g. Burners shall be designed for installation within the existing burner openings without pressure part modifications.
- h. Burners shall include, and shall be provided with, new seal/cooling air piping and fittings, including a ball valve, from the burner connection to the header piping.

6. **Installation:** A primary focus of the Contract shall be the optimization of the Work to occur during unit off-line hours. Detailed planning of the Scope of Work for the Contract shall include a level of redundancy in equipment and manpower to ensure that guaranteed schedules are met.

- a. The proposed installation plan shall be developed to ensure completion of all Work inside the boiler within a maximum of twenty-six (26) days.
- b. Work not requiring the unit to be off-line, such as mobilization, staging, boiler enclosure structural access work, demobilization, etc., can be coordinated outside this outage window, with approval from the IPSC Contract Administrator. Mobilization into the burner levels of the boiler enclosure, as well as material and

## DIVISION D2

## DETAILED SPECIFICATIONS - DETAILED REQUIREMENTS

equipment access and removal will require careful coordination due to the volume of work ongoing throughout the boiler. Crane access will require close coordination.

- c. The proposed installation plan, reference Attachment 1, TEI Formal Proposal Number 03-139, shall be the basis for development of the approved installation plan forming a part of the eventual Contract governing this Work. The approved installation plan shall be used as the basis for instituting mid-outage resource corrections and for calculating any liquidated damage charges associated with completion of the Scope of Work.
- d. Contractor shall provide detailed information regarding each task within the Contract Scope of Work, including:

<b>DETAILED INFORMATION FOR PROPOSED INSTALLATION PLAN</b>
Equipment and Material Delivery
Equipment Mobilization and Assembly
Manpower Loading Throughout Contract
Windbox Access Provisions Complete
Burner Removal By Row
Interface Modifications Complete (If Any)
Burners in Position
Burners Welded Out
Burner Flow and Temperature Instrumentation Complete
Windbox Restoration Complete
External Instrumentation Boxes Mounted, Wired, and Tubed
Windbox Insulation Complete
Material and Equipment Removed From Boiler and Stowed
Area Cleaned and Restored

- e. The installation plan shall include estimates of all required on-site services, with clear identification of each request for service to be provided by IPSC. The estimates shall include power service requirements for running all electrical

## DIVISION D2

DETAILED SPECIFICATIONS - DETAILED REQUIREMENTS

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equipment and compressed air requirements. Authorization for connection to and use of requested power, compressed air, or other on-site services must be coordinated and approved by the IPSC Contract Administrator.

- f. At least two (2) months prior to mobilization to IPP plant site, Contractor shall provide a detailed material "laydown plan" for coordination of area utilization and access. The laydown plan shall address staging and temporary storage requirements for all associated materials and equipment in order to minimize interference with ongoing plant operations and outage Work.

This laydown plan shall be submitted to and approved by the IPSC Contract Administrator prior to receiving any Contract materials, equipment, or craft personnel on site for the outage Work.

- g. ABT anticipates shipments to the IPP job site will begin in early January. Contractor is responsible for off-loading and staging of the burner equipment.
- h. All equipment and materials required for installation shall be provided by Contractor.
- i. Unless otherwise noted, IPSC facilities and equipment shall not be used in support of this Work. To prevent delays, caused by equipment breakdown, Contractor shall provide spare tools and equipment at IPP job site in reasonable quantities in anticipation of equipment failures.
- j. Contractor shall be responsible for any modifications and/or damage caused by Contractor to or around the burner openings or windbox associated with the Work. This includes, but is not limited to, refractory, seal plates, and waterwall tubing.
- k. Contractor shall be responsible for installation of burners with the existing coal pipes. This includes fit-up and installation of flange connections as necessary to accommodate the new ABT burners.
- l. Contractor shall be responsible for installation of minor additions or modifications associated with burner installation. Modifications associated with installation of turning vanes, windbox baffles, buckstay system or other major structural changes shall be billed on a time and material basis.
- m. Contractor shall be responsible for connecting new equipment to IPSC existing facilities; including, furnishing and installing connections to plant seal or

instrument air and instrument shutoff valves for each device where required. This also includes connecting cooling air flow to scanners, air flow monitor tubing

## DIVISION D2

DETAILED SPECIFICATIONS - DETAILED REQUIREMENTS

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to termination cabinets on each burner level, oil ignitor fuel lines, supply air tubing, and other general conduit, tubing, etc., that is repositioned during burner changeout.

- n. Contractor shall be responsible to maintain Work areas in an organized and safe manner throughout the execution of the Installation Plan. IPSC shall retain the right to assess and require correction of any areas or situations it deems as impacting ongoing operations and maintenance. Waste material produced during a shift shall be disposed of by the end of the following shift.

At the conclusion of the outage, Contractor shall ensure that all Work areas associated with the Contract are restored, replaced, and/or cleaned in a manner similar in appearance to that found prior to the outage.

- o. Contractor shall provide and install replacement insulation anchors, insulation, lagging, and all other materials required for complete restoration of any and all boiler external surface removed or disturbed during or resulting from Contract Work. Contractor shall replace or install insulating materials of a quality meeting or exceeding the insulation system currently in use on the respective boiler and system components.
- p. Contractor shall be responsible for refurbishing the existing burner shut-off valves located at the burner elbows. Valve material, such as seals, gaskets, etc., will be provided by IPSC. Refurbishing work shall be billed on a Time and Material basis to IPSC. Removal of the valves from the burner/coal lines shall not be included in Time and Material nor be billed to IPSC.
- q. Contractor shall be responsible for cleaning windboxes of ash utilizing a "guzzler" truck. This includes staging of equipment, "guzzler" lines, etc. The truck will be provided by IPSC.
- r. Contractor shall be responsible for providing necessary access to the external rear wall of the boiler for staging and installation of the burners. This access will be utilized on a permanent basis by IPP following the outage and shall be fabricated for permanent use. The labor and materials for this Work shall not be charged to IPSC. Labor and materials for installation of permanent handrails for the access holes shall be billed on a Time and Material basis to IPSC.

- 7. Applicable Codes and Standards: The Work performed within these Specifications shall adhere to the applicable portions of the latest published revision of the following codes and standards:

## DIVISION D2

## DETAILED SPECIFICATIONS - DETAILED REQUIREMENTS

<b>CODES AND STANDARDS</b>
ASME - American Society of Mechanical Engineers
NBIC - National Board Inspection Code
AWS - American Welding Society
OSHA - Occupational Safety and Health Administration
ASNT - American Society for Nondestructive Testing
Contractor's Utah Jurisdiction Approved R Stamp Program

8. Documentation: Nine (9) copies of all hard-copy documentation shall be supplied for all equipment supplied under the Contract. Where possible, electronic documentation may be provided, in addition to or in lieu of, hard-copy documentation. Electronic documents shall be text .pdf, picture .jpg, or vector .dwg files.

Documentation provided by Contractor shall include, but not be limited to, the following as applicable:

<b>DOCUMENTATION</b>
Equipment Description
Dimensional Drawings
Installation Instructions
Operating Instructions
Maintenance and Trouble-Shooting Guidelines
Parts List and Bill of Materials
Recommended Spare Parts

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**ATTACHMENT 1**  
**TEI FORMAL PROPOSAL**  
**NUMBER 03-139**



**TEI**Date: January 6, 2004Number of pages including cover sheet: 5**To:**Nancy BennettPhone:Fax phone: 435-864-6678CC:Tinker Steede**From:**Dale NaughtonPhone: (864) 879-6860Fax phone: (864) 968-5497**REMARKS:**☐

Urgent

☐

For your review

☐

Reply ASAP

☐

Please comment

Nancy, Please find attached TEI Construction Services' proposal for the burner installation.

If you have any questions please don't hesitate to call.

TEI Construction Services, Inc.  
550B Brookshire Rd.  
Greer, SC 29651

Phone: (864) 879-4800  
Fax: (864) 879-3530  
Web: [www.teiservices.com](http://www.teiservices.com)

IP7\_028964

**TEI****CONSTRUCTION SERVICES, INC.****A Babcock Power Inc. Company**

Nancy Bennett  
Intermountain Power Service Corporation  
850 West Brush Wellman Road  
Delta, Utah 84624-9546

Re: Delta Unit #2 Burner Installation  
TEI Construction Proposal Number 03-139

Ms. Bennett:

TEI Construction Services, Inc. is pleased to submit this proposal to Intermountain Power to install forty eight (48) replacement burners on your Unit #2. TEI's lump sum firm price to perform this work is:

**\$1,616,800**

*(One million six hundred sixteen thousand and eight hundred dollars)*

This price is based on the attached Commercial Clarifications, Technical Clarifications, schedule and Implementation Plan. Please note the Implementation Plan attached herewith is the one originally submitted with the previous quote from BPI. There is the possibility that some changes may occur as explicit planning is finalized and approved by IPP's representatives. Also, please note the start date on the schedule was based on the shipping date of the BPI burners. This start date will be moved up as required based on the ship date of the new burners.

We appreciate the opportunity to provide you with this quote and hope it meets with your approval.

If you have any questions please give me a call at (864) 879-6860.

Sincerely,  
TEI Construction Services, Inc.

A handwritten signature in cursive script that reads "Dale Naughton".

Dale Naughton  
President

TEI Construction Services, Inc.  
550-B Brookshire Rd.  
Greer, SC 29651

Tel: (864) 879-4800  
Fax: (864) 879-3530  
Web: [www.teiservices.com](http://www.teiservices.com)

**IP7\_028965**



**TEI** CONSTRUCTION SERVICES, INC.  
A Babcock Power Inc. Company

## IMPLEMENTATION PLAN

TEI proposes to mobilize on or about February 16<sup>th</sup> to start the pre outage for this project. At which time we propose to modify the structural steel on the floors at the rear of the boiler (North) side at four ca. Elevations, which is the 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup>, & 8<sup>th</sup> Floors. We propose to modify the floor beams, which would be partially removed and then two header beams would be installed on each floor. We propose to make these openings, which would have the floor grating reinstalled over them once we were through with the burner installation. These openings will be utilized for the lifting of the burners up and down to and from the fourth floor, where the new and old burners will be lifted to, by way of the west boiler house crane, and then transferred on buggies across the Tripper floor over to the grating floor where we will install steel plates over the grating for protection of it. This will be installed at all elevations from the opening to the burner fronts and then the complete distance of the burners fronts.

TEI proposes to install a 10,000# air tugger or equal type lifting equipment above the newly installed openings where we propose to utilize for the lifting of the burners on the north side of boiler.

Once the outage starts we would be working around the clock with two each crews on each side of the boiler, where we would remove all re useable components and store them in a safe location. We would also remove all other components and burners and relocate to the ground during the outage or afterwards.

Once the burners on an elevation was removed, we would start the revamp inside the wind boxes and then the installation of the new burners while the remainder of the burners was being removed.

By installing an elevation at a time this would allow the E&I alone with the Insulators to begin installing their components.

Upon completion of each floor Those 6 burners could be checked out and made ready for start up. Once all burners are mechanically installed and all E&I is installed we would have the insulation installed before start up and then the lagging and flashing would be finished with in the next two weeks after start up.

All construction equipment would be removed after the outage and the floor openings where we lifted the old and new burners through on the north side would have the grating replaced and fastened down. However the new steel would remain so as to allow these openings to be used in the future if needed.

# INTERMOUNTAIN POWER DELTA, UTAH BURNER CHANGEOUT

Rev	Qty	Unit	Description	Rev	Qty	Unit	Description	
100	1	PRE-OUTAGE	100	1	PRE-OUTAGE	100	1	PRE-OUTAGE
101	1	MOBILIZE	101	1	MOBILIZE	101	1	MOBILIZE
102	1	REMOVE & UNLOAD EQUIPMENT	102	1	REMOVE & UNLOAD EQUIPMENT	102	1	REMOVE & UNLOAD EQUIPMENT
103	1	STAGE EQUIPMENT ON SOIL	103	1	STAGE EQUIPMENT ON SOIL	103	1	STAGE EQUIPMENT ON SOIL
104	1	MODIFY EXISTING STRUCTURE	104	1	MODIFY EXISTING STRUCTURE	104	1	MODIFY EXISTING STRUCTURE
105	1	INSTALL TEMPORARY ROOFING	105	1	INSTALL TEMPORARY ROOFING	105	1	INSTALL TEMPORARY ROOFING
106	1	INSTALL FLOOR PLATES	106	1	INSTALL FLOOR PLATES	106	1	INSTALL FLOOR PLATES
107	1	PRE-STAGE NEW BURNERS	107	1	PRE-STAGE NEW BURNERS	107	1	PRE-STAGE NEW BURNERS
108	1	OUTAGE	108	1	OUTAGE	108	1	OUTAGE
109	1	REMOVE EXISTING TRIM PIPING	109	1	REMOVE EXISTING TRIM PIPING	109	1	REMOVE EXISTING TRIM PIPING
110	1	REMOVE EXISTING BR	110	1	REMOVE EXISTING BR	110	1	REMOVE EXISTING BR
111	1	REMOVE LAGGING & INSULATION	111	1	REMOVE LAGGING & INSULATION	111	1	REMOVE LAGGING & INSULATION
112	1	REMOVE & STAGE OLD BR	112	1	REMOVE & STAGE OLD BR	112	1	REMOVE & STAGE OLD BR
113	1	REMOVE & STAGE COAL VALVES	113	1	REMOVE & STAGE COAL VALVES	113	1	REMOVE & STAGE COAL VALVES
114	1	INSTALL REMAINING FLOOR PLATES	114	1	INSTALL REMAINING FLOOR PLATES	114	1	INSTALL REMAINING FLOOR PLATES
115	1	REMOVE BURNER ASSEMBLIES ELEV. 4798 BOTH SIDES	115	1	REMOVE BURNER ASSEMBLIES ELEV. 4798 BOTH SIDES	115	1	REMOVE BURNER ASSEMBLIES ELEV. 4798 BOTH SIDES
116	1	REMOVE BURNER ASSEMBLIES ELEV. 4798 BOTH SIDES	116	1	REMOVE BURNER ASSEMBLIES ELEV. 4798 BOTH SIDES	116	1	REMOVE BURNER ASSEMBLIES ELEV. 4798 BOTH SIDES
117	1	REMOVE BURNER ASSEMBLIES ELEV. 4798 BOTH SIDES	117	1	REMOVE BURNER ASSEMBLIES ELEV. 4798 BOTH SIDES	117	1	REMOVE BURNER ASSEMBLIES ELEV. 4798 BOTH SIDES
118	1	REMOVE BURNER ASSEMBLIES ELEV. 4798 BOTH SIDES	118	1	REMOVE BURNER ASSEMBLIES ELEV. 4798 BOTH SIDES	118	1	REMOVE BURNER ASSEMBLIES ELEV. 4798 BOTH SIDES
119	1	CUT & MODIFY EXTERIOR WINDOW OPENING	119	1	CUT & MODIFY EXTERIOR WINDOW OPENING	119	1	CUT & MODIFY EXTERIOR WINDOW OPENING
120	1	MODIFY & PREP INTERNAL WINDOW OPENING	120	1	MODIFY & PREP INTERNAL WINDOW OPENING	120	1	MODIFY & PREP INTERNAL WINDOW OPENING
121	1	PREP & MODIFY CAVITY OPENINGS (48)	121	1	PREP & MODIFY CAVITY OPENINGS (48)	121	1	PREP & MODIFY CAVITY OPENINGS (48)
122	1	INSTALL INTERNAL MOUNTING PLATES (48)	122	1	INSTALL INTERNAL MOUNTING PLATES (48)	122	1	INSTALL INTERNAL MOUNTING PLATES (48)
123	1	INSTALL BURNER ASSEMBLIES ELEV. 4798 BOTH SIDES	123	1	INSTALL BURNER ASSEMBLIES ELEV. 4798 BOTH SIDES	123	1	INSTALL BURNER ASSEMBLIES ELEV. 4798 BOTH SIDES
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127	1	WELD-OUT INTERNAL BURNER ASSEMBLIES	127	1	WELD-OUT INTERNAL BURNER ASSEMBLIES	127	1	WELD-OUT INTERNAL BURNER ASSEMBLIES
128	1	INSTALL BURNER COMPONENTS	128	1	INSTALL BURNER COMPONENTS	128	1	INSTALL BURNER COMPONENTS
129	1	ADJUST & ALIGN BURNERS	129	1	ADJUST & ALIGN BURNERS	129	1	ADJUST & ALIGN BURNERS
130	1	INSTALL COAL VALVES (48)	130	1	INSTALL COAL VALVES (48)	130	1	INSTALL COAL VALVES (48)
131	1	INSTALL COAL VLVs (48)	131	1	INSTALL COAL VLVs (48)	131	1	INSTALL COAL VLVs (48)
132	1	INSTALL TRIM PIPING	132	1	INSTALL TRIM PIPING	132	1	INSTALL TRIM PIPING
133	1	INSTALL BR	133	1	INSTALL BR	133	1	INSTALL BR
134	1	TEST & PROVE BURNERS	134	1	TEST & PROVE BURNERS	134	1	TEST & PROVE BURNERS
135	1	POST OUTAGE	135	1	POST OUTAGE	135	1	POST OUTAGE
136	1	REMOVE FLOOR PLATING	136	1	REMOVE FLOOR PLATING	136	1	REMOVE FLOOR PLATING
137	1	REMOVE TEMPORARY ROOFING	137	1	REMOVE TEMPORARY ROOFING	137	1	REMOVE TEMPORARY ROOFING
138	1	REMOVE CONSTRUCTION EQUIPMENT	138	1	REMOVE CONSTRUCTION EQUIPMENT	138	1	REMOVE CONSTRUCTION EQUIPMENT
139	1	INSTALL LAGGING, LAGGING, & FLASHING	139	1	INSTALL LAGGING, LAGGING, & FLASHING	139	1	INSTALL LAGGING, LAGGING, & FLASHING
140	1	CLEAN-UP & DEMOBILIZE	140	1	CLEAN-UP & DEMOBILIZE	140	1	CLEAN-UP & DEMOBILIZE

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TEI CONSTRUCTION SERVICES, INC.  
MOBILE, AL.

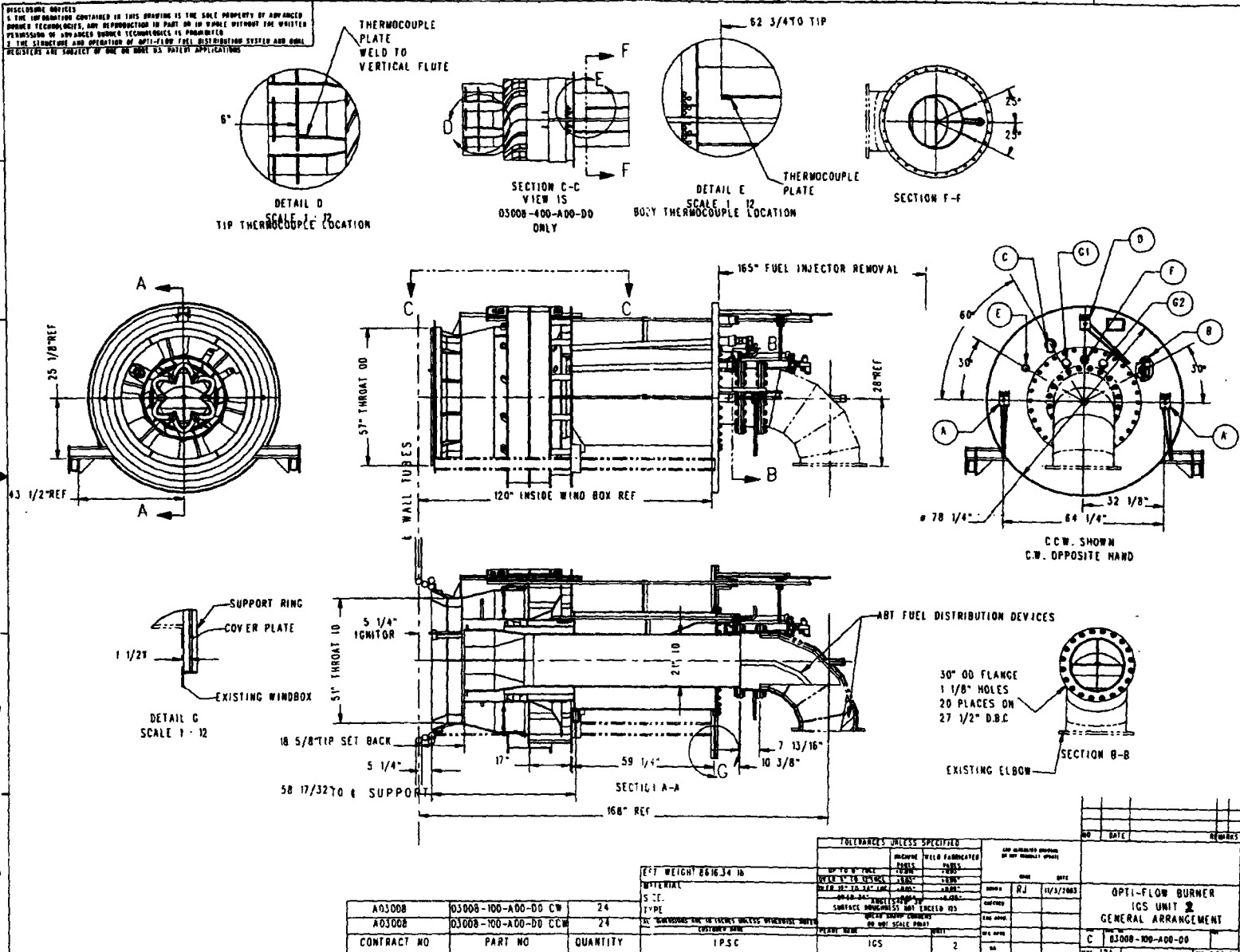
\*\* TOTAL PAGE.05 \*\*

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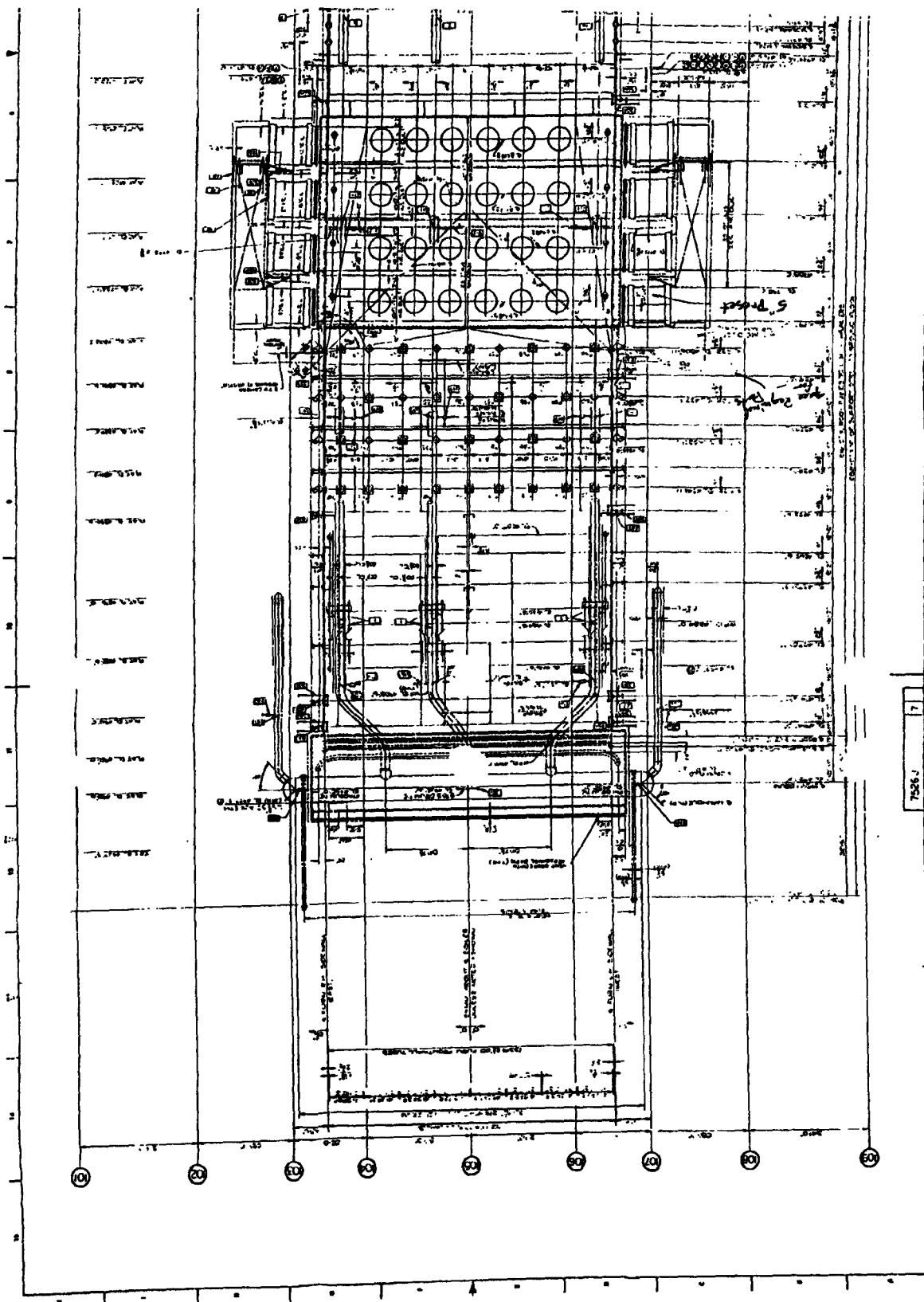
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**ATTACHMENT 2**  
**ARRANGEMENT & OUTLINE DRAWINGS**

DISCLOSURE NOTICE  
 1. THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF ADVANCED BURNER TECHNOLOGIES, INC. REPRODUCTION IN PART OR IN WHOLE WITHOUT THE WRITTEN PERMISSION OF ADVANCED BURNER TECHNOLOGIES, INC. IS PROHIBITED.  
 2. THE STRUCTURE AND OPERATION OF OPTI-FLOW FUEL DISTRIBUTION SYSTEM AND BURNER REGISTERS ARE SUBJECT OF ONE OR MORE U.S. PATENT APPLICATIONS.

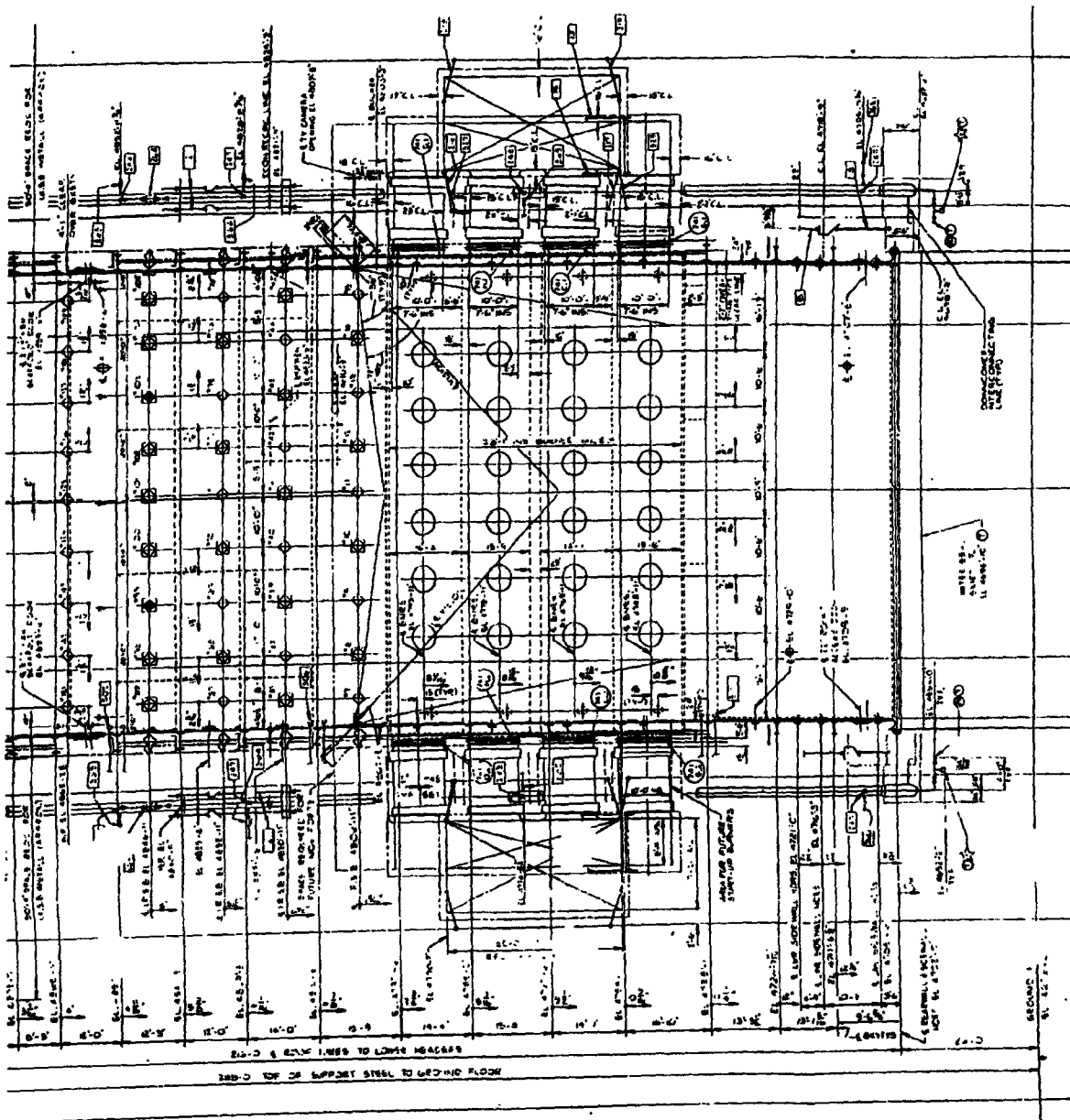




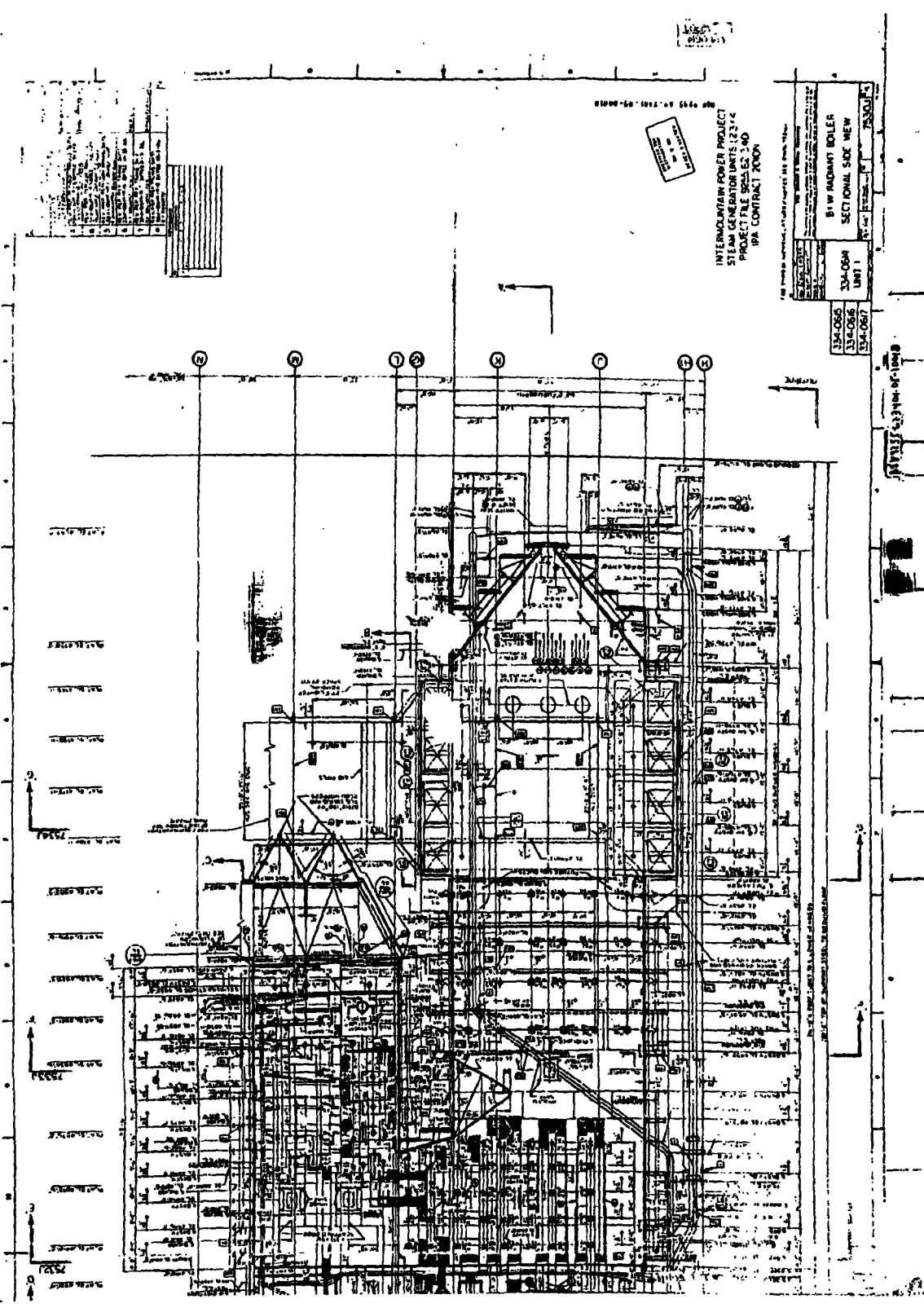


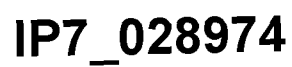
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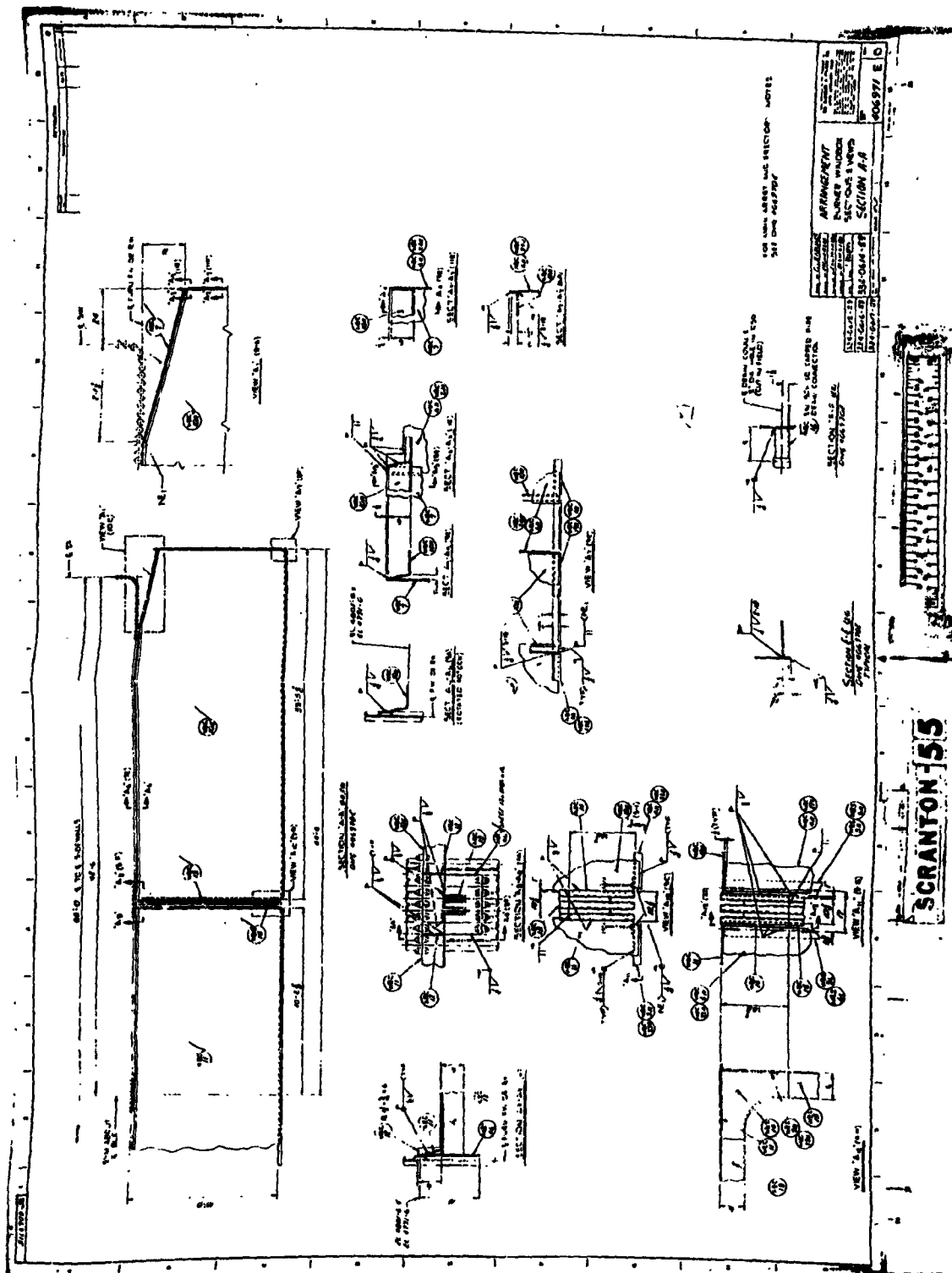
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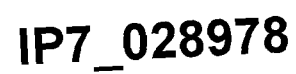


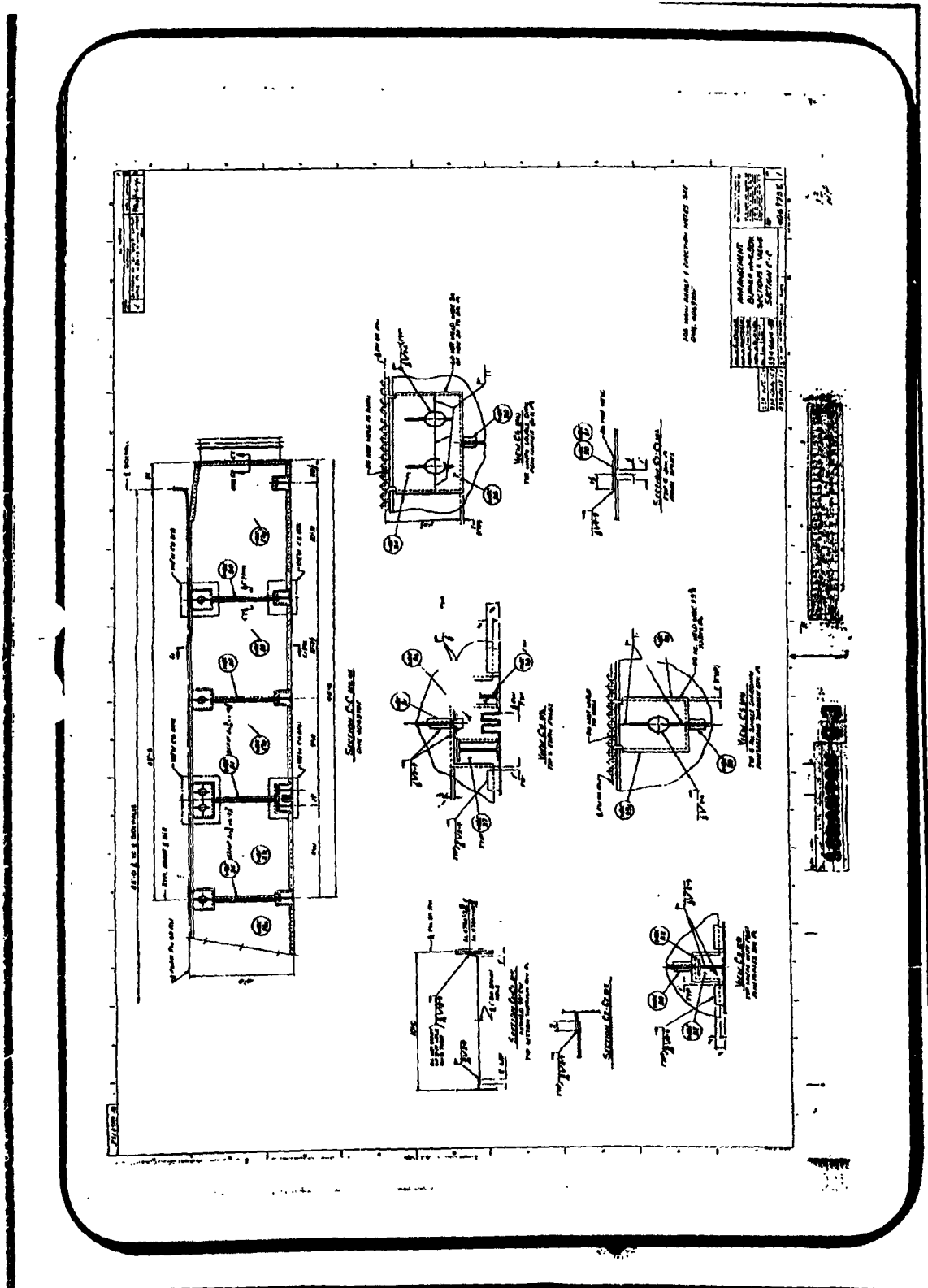






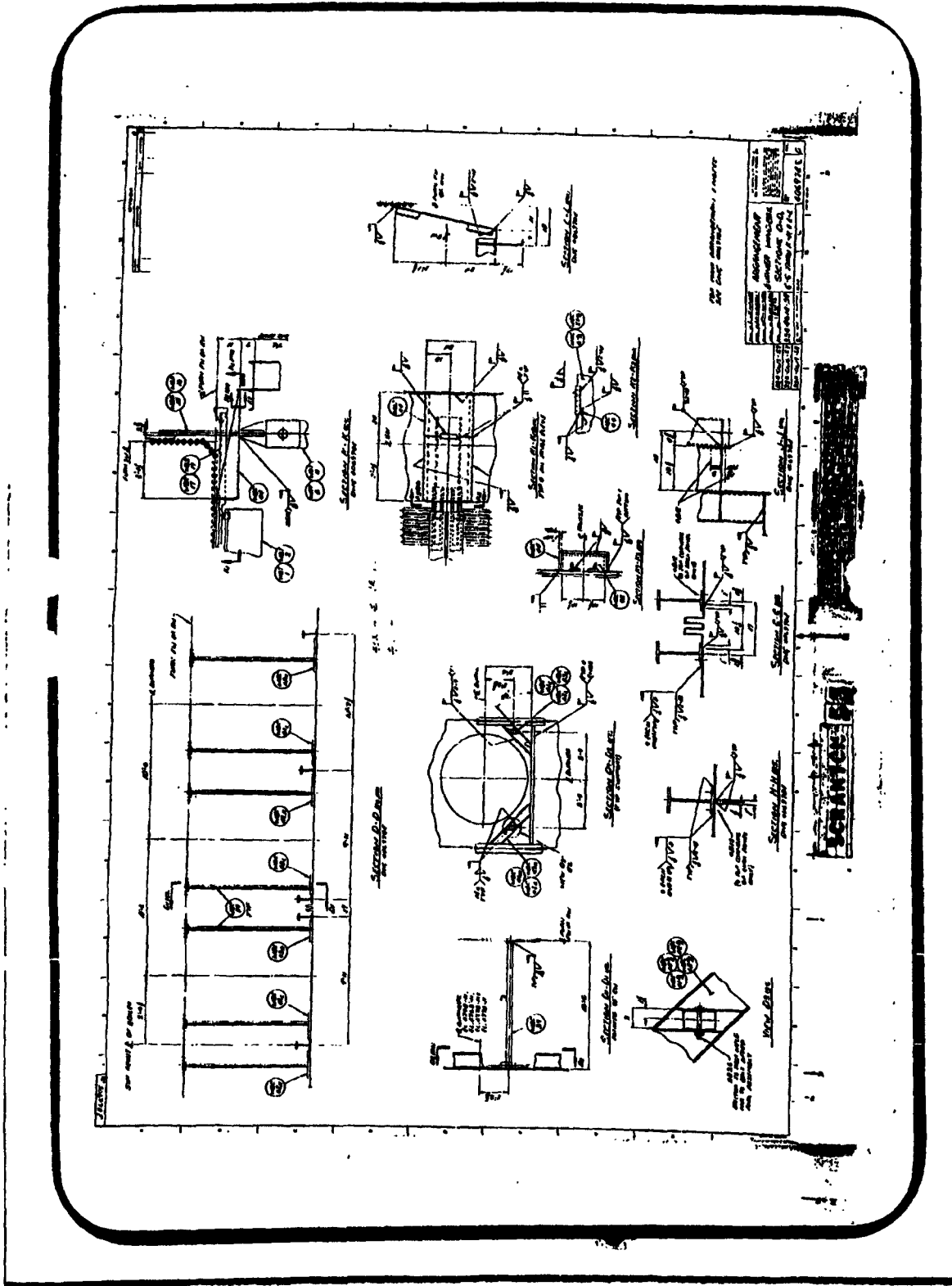


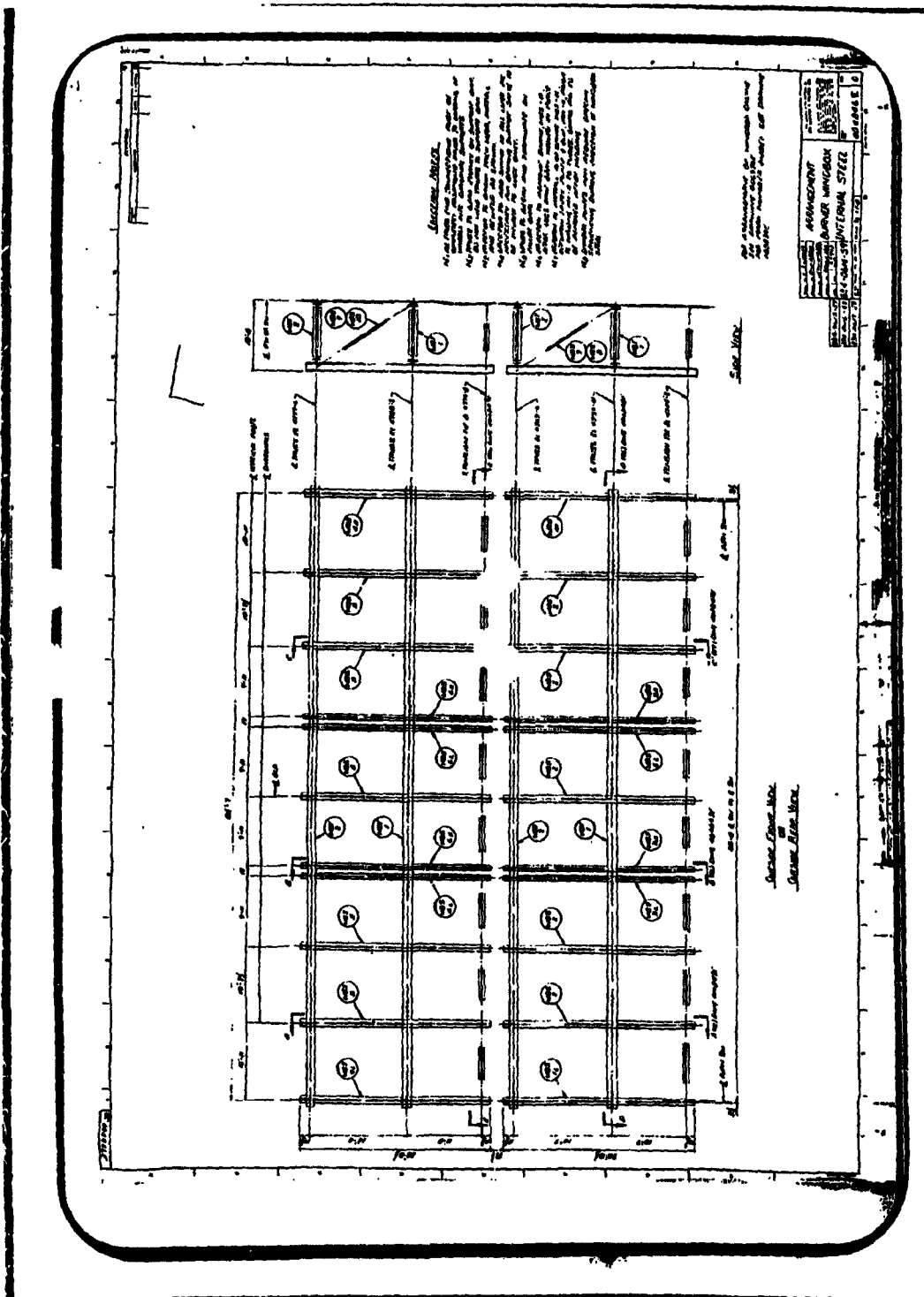




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**ATTACHMENT 3**  
**TIME & MATERIAL RATES**



**TEI CONSTRUCTION SERVICES, INC.**

A Babcock Power Inc. Company

## TIME & MATERIAL RATES

STATE: Utah  
CUSTOMER: Intermountain Power  
EFFECTIVE: 1-1-04 - 12-31-04

**1. LABOR RATES:** The following are sell rates and include wages, payroll taxes, insurance, overhead and profit.

The following rates are based on MERIT SHOP wages. If Federal and/or State Prevailing Wage Law governs then these rates may not be applicable.

	<u>STRAIGHT TIME</u>	<u>SUBSISTENCE</u>	<u>*OVERTIME</u>
GENERAL SUPT.	\$66.88	(1)	\$93.67
GEN FOREMAN	\$46.85	(2)	\$67.32
Foreman	\$43.59	(2)	\$62.72
CERT WELDER	\$33.67	(3)	\$50.51
MECHANIC	\$33.67	(3)	\$50.51
APPRENTICE	\$27.55	(3)	\$41.33
HELPER	\$24.49	(3)	\$36.74
LABORER	\$18.37		\$27.55
FIELD CLERK	\$42.06	(2)	\$60.43

**NOTES:** (1) - Plus subsistence of \$85.00 /day When paid to  
(2) - Plus subsistence of \$80.00 /day the employee  
(3) - Plus subsistence of \$75.00 /day

\* Overtime shall be paid for all work over eight (8) hours per day plus all hours worked on Saturday, Sunday and Holidays. Holidays include New Years Day, Memorial Day, 4th of July, Labor Day, Thanksgiving (2) days and Christmas (2) days. On Holidays Superintendents shall be paid eight (8) hours straight time plus the pay for the actual schedule worked.

**2. CAPITAL TOOLS AND EQUIPMENT:** These are defined as those having an original cost of \$1000 or greater. These tools and equipment will be billed at actual invoiced cost plus freight and taxes plus 15%. The use of TEI's owned equipment will be billed per the attached Equipment Rental Rate Sheet.

**3. SMALL TOOLS & CONSUMABLES:** Billed at \$3.75 per manhour worked by all site personnel. Small tool costs include all charges for tools less than \$1000 in original cost on the project including hand tools and small tools.

**4. FREIGHT:** All freight and/or shipping costs will be billed at cost plus 15%.

**5. MATERIALS:** Billed at actual invoice cost including taxes(if applicable) and freight plus 15%.

**6. SUBCONTRACTS:** Billed at actual invoiced cost plus 15%.

**7. TRAVEL TIME:** Travel time for employees will be charged at regular straight time rates plus \$.20 per mile per worker once to and from the jobsite.

**NOTE:** Travel time and use of Company trucks does not apply if Time & Material work is carried out in conjunction with a project when workers are already on site and travel is not required.

TEI Construction Services, Inc.  
7870 Schilinger Park West  
Mobile, AL 36608

Tel: (251) 633-4181  
Fax: (251) 633-4158  
Web: www.teiservices.com

IP7\_028983



**TEI CONSTRUCTION SERVICES, INC.**  
A Babcock Power Inc. Company

### EQUIPMENT RENTAL RATES

TEI Owned Equipment

Rates valid thru 12/31/2004

I. D. NO.	DESCRIPTION	MONTHLY RATE	WEEKLY RATE	DAILY RATE	HOURLY RATE	QTY	DATE IN	DATE OUT	TIME USED	RENTAL CHARGE
	CHAIN HOIST - 3T	\$125.00	\$42.00	\$14.00	\$3.00					
	CHAIN HOIST - 5T	\$200.00	\$67.00	\$22.00	\$4.00					
	CHAIN HOIST - OVER 5T	\$350.00	\$117.00	\$39.00	\$8.00					
	ELECTRIC DISTRIBUTION PANEL - 100 AMP	\$125.00	\$42.00	\$14.00	\$3.00					
	ELECTRIC DISTRIBUTION PANEL - 200 AMP	\$175.00	\$58.00	\$19.00	\$4.00					
	HOIST AIR 1000# LINE PULL	\$225.00	\$75.00	\$25.00	\$5.00					
	HOIST AIR 2000# LINE PULL	\$350.00	\$117.00	\$39.00	\$8.00					
	HOIST AIR 4000# LINE PULL	\$480.00	\$160.00	\$53.00	\$11.00					
	HOIST AIR 10000# LINE PULL	\$800.00	\$300.00	\$100.00	\$20.00					
	IMPACT WRENCH - 1 1/2" DRIVE	\$275.00	\$92.00	\$31.00	\$6.00					
	IMPACT WRENCH - 1" DRIVE	\$250.00	\$83.00	\$28.00	\$6.00					
	PIPE BENDER ELECTRIC	\$450.00	\$150.00	\$50.00	\$10.00					
	PIPE THREADING MACHINE	\$550.00	\$183.00	\$61.00	\$12.00					
	POWER SOURCE 500A	\$200.00	\$67.00	\$22.00	\$4.00					
	PUMP HYDRO - 1500 PSI	\$550.00	\$183.00	\$61.00	\$12.00					
	PUMP HYDRO - 2500 PSI	\$650.00	\$217.00	\$72.00	\$14.00					
	RADIO HAND HELD FM	\$165.00	\$55.00	\$18.00	\$4.00					
	SAW AIR 12"	\$800.00	\$300.00	\$100.00	\$20.00					
	SAW ELECTRIC - 12"	\$800.00	\$267.00	\$89.00	\$18.00					
	SAW REFRACTORY w/TABLE	\$350.00	\$117.00	\$39.00	\$8.00					
	SHEET METAL BRAKE	\$180.00	\$53.00	\$18.00	\$4.00					
	TRAILER OFFICE TOOL - 26'	\$250.00	\$83.00	\$28.00	\$6.00					
	TRAILER TOOL/OFFICE - 45'	\$350.00	\$117.00	\$39.00	\$8.00					
	TRAILER TOOL/OFFICE - 53'	\$450.00	\$150.00	\$50.00	\$10.00					
	TRAILER UTILITY - 20'	\$100.00	\$33.00	\$11.00	\$2.00					
	TRUCK - 1 TON	\$800.00	\$300.00	\$100.00	\$20.00					
	TRUCK PICKUP - 1/2 TON	\$750.00	\$250.00	\$83.00	\$17.00					
	TUBE MILLING TOOL - UP TO 3"	\$700.00	\$233.00	\$78.00	\$16.00					
	TUBE ROLLING MOTOR - STANDARD	\$750.00	\$250.00	\$83.00	\$17.00					
	WELDER MIGMASTER 250	\$450.00	\$150.00	\$50.00	\$10.00					
	WELDER ELECTRIC 250 AMP	\$180.00	\$60.00	\$20.00	\$4.00					
	WELDER ELECTRIC 300 AMP	\$180.00	\$60.00	\$20.00	\$4.00					
	WELDER ELECTRIC 8 PACK	\$700.00	\$233.00	\$78.00	\$16.00					
	WELDER MIG LINCOLN LN 25	\$250.00	\$83.00	\$28.00	\$6.00					
	WELDER ELECTRIC 4 PACK	\$450.00	\$150.00	\$50.00	\$10.00					
	4 PACK TURBO PULSE WELDER	\$650.00	\$285.00	\$95.00	\$20.00					
	PLASMA ARC MACHINE	\$150.00	\$50.00	\$18.00	\$3.50					
	AIR MONITOR	\$525.00	\$175.00	\$60.00	\$12.00					
	COPY MACHINE	\$450.00	\$150.00	\$50.00	\$10.00					
	COMPUTER W/PRINTER	\$100.00	\$30.00	\$10.00	\$2.00					

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**ATTACHMENT 4**  
**TEI PERFORMANCE BOND**

## *MID-ATLANTIC SURETY, LLC*

**Contract and Commercial Bond Specialists**

January 8, 2004

Ms. Nancy Bennett  
Intermountain Power Corp  
850 West Bush Wellman Rd  
Delta UT 84624

Re: **TEI Construction Services, Inc**  
**Babcock Power Inc.**

Dear Ms. Bennett,

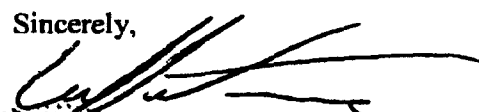
TEI Construction Services, Inc. is a highly regarded and valued client of the Westchester Fire Insurance Company. We have had the privilege of providing their bonds on many contracts in the past and do not anticipate any difficulty in providing a customary performance and payment bond should they be awarded similar contracts.

We currently support this client with a surety program with a single project limit in excess of \$4,000,000 and an aggregate limit of \$10,000,000. Although, larger projects will be considered on a case-by-case basis.

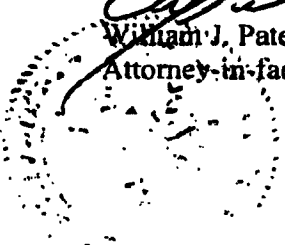
Naturally, our support this bond line and our approval for the execution of any final bonds would be subject to a review of our standard underwriting data as well as the final contract terms and conditions presented by our client at the time of request.

If we can provide any further assurances, please feel free to contact us.

Sincerely,



William J. Paterno  
Attorney-in-fact



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IP7\_028986







**INTERMOUNTAIN POWER SERVICE CORP.**  
Delta, Utah 84624-9546 (435) 864-4414 - Purchasing FAX (435) 864-6678

**VENDOR: TEI CONSTRUCTION SERVICES INC.**  
7870 SCHILLINGER PARK WEST  
MOBILE, AL 36608

## PURCHASE ORDER

04 FEB 2004

VENDOR MUST SHOW P.O. NUMBER ON ALL INVOICES, BILL OF LADING, CORRESPONDENCE, AND ON PACKING LISTS IN EACH CONTAINER, TO INSURE PROMPT PAYMENT. CHARGES FOR TRANSPORTATION MUST BE SUPPORTED BY COPY OF FREIGHT BILL.

PURCHASE ORDER NO.	VENDOR CODE	REQUISITION NO
04-45618	8149	194493

\*\*\* SHIP TO \*\*\*  
INTERMOUNTAIN POWER SERVICE CORPORATION  
850 W. BRUSH WELLMAN RD.  
DELTA, UT 84624-9546

251-633-4181 OR 864-879-6860

CONFIRMING DO NOT DUPLICATE	NON CONFIRMING X	SHIP VIA BEST WAY	TERMS NET 30	FOB POINT DESTINATION F/A	PAGE OF 1 1	NONE
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### INTERMOUNTAIN POWER SERVICE CORPORATION'S STANDARD TERMS AND CONDITIONS ARE INCLUDED AS PART OF THIS AGREEMENT

QUANTITY ORDERED	U M	IPSC PART NO.	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENSION
1	EA		LINE 1 INSTALL FORTY-EIGHT (48) LOW NOX BURNERS IN UNIT 2 **PER SPECIFICATIONS 45618 & CONTRACT 04-45618**  ATTENTION: DALE NAUGHTON  NB/LF  **THIS PURCHASE ORDER WAS CREATED FOR ACCOUNTING & TRACKING PURPOSES ONLY**  *****ATTENTION IPSC WAREHOUSE***** THIS ORDER IS FOR A SERVICE AND NO MATERIAL WILL BE RECEIVED  DATE REQUIRED 03/01/04	2SGX-502 03-96033-0	1,616,800.00	1,616,800.00
TOTAL COST						1,616,800.00

- Invoices and correspondence may be mailed to Intermountain Power Service Corporation, 850 West Brush Wellman Rd., Delta, Utah, 84624-9546.
- Acknowledgement is required if shipment will not be made within FIVE days.
- Mark packages or items with IPSC part number and/or P.O. Line number. Show number on invoice and packing slip.
- Vendor must furnish applicable material safety data sheets.
- Add to invoice all applicable federal taxes.

UTAH VENDORS ARE TO ADD TO THE INVOICE  
ALL APPLICABLE STATE, AND COUNTY TAXES.

OUT OF STATE VENDORS, LICENSED TO  
COLLECT UTAH TAXES, ARE TO ADD TAX OF 6%.

UTAH TAXES WILL BE ACCRUED BY IPSC FOR  
OUT OF STATE VENDORS NOT LICENSED TO  
COLLECT UTAH STATE TAX

NANCY BENNETT 435-864-4414

BUYER

REVIEWED BY

IP7\_028988

# PURCHASE ORDER

04 FEB 2004

**INTERMOUNTAIN POWER SERVICE CORP.**  
Delta, Utah 84624-9546 (435) 864-4414 - Purchasing FAX (435) 864-6678

**VENDOR: TEI CONSTRUCTION SERVICES INC.**  
7870 SCHILLINGER PARK WEST  
MOBILE, AL 36608

251-633-4181 OR 864-879-6860

VENDOR MUST SHOW P.O. NUMBER ON ALL INVOICES. BILL OF LADING, CORRESPONDENCE, AND FACTOR LIST IN EACH ORDER. INSURE FREIGHT. CHARGES FOR TRANSPORTATION MUST BE SUPPORTED BY COPY OF FREIGHT BILL.

PURCHASE ORDER NO. 04-45618 VENDOR CODE 8149 REQUISITION NO. 194493

\* \* \* S H I P T O \* \* \*  
INTERMOUNTAIN POWER SERVICE CORPORATION  
850 W. BRUSH WELLMAN RD.  
DELTA, UT 84624-9546

CONFIRMING DO NOT DUPLICATE	NON CONFIRMING X	SHIP VIA BEST WAY	TERMS NET 30	FOB POINT DESTINATION F/A	PAGE 1 OF 1	NONE
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## INTERMOUNTAIN POWER SERVICE CORPORATION'S STANDARD TERMS AND CONDITIONS ARE INCLUDED AS PART OF THIS AGREEMENT

QUANTITY ORDERED	U M	IPSC PART NO.	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENSION
1	EA		<p>LINE 1</p> <p>INSTALL FORTY-EIGHT (48) LOW NOX BURNERS IN UNIT 2</p> <p>**PER SPECIFICATIONS 45618 &amp; CONTRACT 04-45618**</p> <p>ATTENTION: DALE NAUGHTON</p> <p>NB/LF</p> <p>**THIS PURCHASE ORDER WAS CREATED FOR ACCOUNTING &amp; TRACKING PURPOSES ONLY**</p> <p>*****ATTENTION IPSC WAREHOUSE*****</p> <p>THIS ORDER IS FOR A SERVICE AND NO MATERIAL WILL BE RECEIVED</p> <p>DATE REQUIRED 03/01/04</p>	2SGX-502 03-96033-0	1,616,800.00	1,616,800.00
TOTAL COST						1,616,800.00

1. Invoices and correspondence may be mailed to Intermountain Power Service Corporation, 850 West Brush Wellman Rd., Delta, Utah, 84624-9546.

2. Acknowledgement is required if shipment will not be made within FIVE days.

3. Mark packages or items with IPSC part number and/or P.O. Line number. Show number on invoice and packing slip.

4. Vendor must furnish applicable material safety data sheets.

5. Add to invoice all applicable federal taxes.

UTAH VENDORS ARE TO ADD TO THE INVOICE ALL APPLICABLE STATE, AND COUNTY TAXES.

OUT OF STATE VENDORS, LICENSED TO COLLECT UTAH TAXES, ARE TO ADD TAX OF 6%.

UTAH TAXES WILL BE ACCRUED BY IPSC FOR OUT OF STATE VENDORS NOT LICENSED TO COLLECT UTAH STATE TAX

REVIEWED BY *[Signature]* BUYER

435-864-4414

IP7\_028989



**INTERMOUNTAIN POWER SERVICE CORP.**

Delta, Utah 84624-9546 (435) 864-4414 - Purchasing FAX (435) 864-8678

**VENDOR: TEI CONSTRUCTION SERVICES INC.**  
7870 SCHILLINGER PARK WEST  
MOBILE, AL 36608

# PURCHASE ORDER

04 FEB 2004

VENDOR MUST SHOW P.O. NUMBER ON ALL INVOICES, BILL OF LADING, CORRESPONDENCE, AND ON PACKING LISTS IN EACH CONTAINER, TO INSURE PROMPT PAYMENT. CHARGES FOR TRANSPORTATION MUST BE SUPPORTED BY COPY OF FREIGHT BILL.

PURCHASE ORDER NO.	VENDOR CODE	REQUISITION NO
04-45618	8149	194493

**\* \* \* S H I P T O \* \* \***  
**INTERMOUNTAIN POWER SERVICE CORPORATION**  
850 W. BRUSH WELLMAN RD.  
DELTA , UT 84624-9546

251-633-4181 OR 864-879-6860

CONFIRMING DO NOT DUPLICATE	NON CONFIRMING X	SHIP VIA BEST WAY	TERMS NET 30	FOB POINT DESTINATION F/A	PAGE OF 1 1	NONE
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**INTERMOUNTAIN POWER SERVICE CORPORATION'S STANDARD TERMS AND CONDITIONS ARE INCLUDED AS PART OF THIS AGREEMENT**

QUANTITY ORDERED	U M	IPSC PART NO.	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENSION
0	EA		LINE 1 INSTALL FORTY-EIGHT (48) LOW NOX BURNERS IN UNIT 2 **PER SPECIFICATIONS 45618 & CONTRACT 04-45618**  ATTENTION: DALE NAUGHTON  NB/LF  **THIS PURCHASE ORDER WAS CREATED FOR ACCOUNTING & TRACKING PURPOSES ONLY**  *****ATTENTION IPSC WAREHOUSE***** THIS ORDER IS FOR A SERVICE AND NO MATERIAL WILL BE RECEIVED  DATE REQUIRED 03/01/04	2SGX-502 03-96033-0	1,616,800.00	0.00

- Invoices and correspondence may be mailed to Intermountain Power Service Corporation, 850 West Brush Wellman Rd., Delta, Utah, 84624-9546.
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COLLECT UTAH TAXES. ARE TO ADD TAX OF 6%.

UTAH TAXES WILL BE ACCRUED BY IPSC FOR  
OUT OF STATE VENDORS NOT LICENSED TO  
COLLECT UTAH STATE TAX

**NANCY BENNETT 435-864-4414**

BUYER

**REVIEWED BY GEORGE CROSS**

IP7\_028990



# PURCHASE ORDER

04 FEB 2004  
REVISED 05 FEB 2004

VENDOR MUST SHOW P.O. NUMBER ON ALL INVOICES, BILL OF LADING, CORRESPONDENCE, AND ON PACKING LISTS IN EACH CONTAINER, TO INSURE PROMPT PAYMENT. CHARGES FOR TRANSPORTATION MUST BE SUPPORTED BY COPY OF FREIGHT BILL.

PURCHASE ORDER NO.	VENDOR CODE	REQUISITION NO
04-45618	8149	194493

VENDOR: TEI CONSTRUCTION SERVICES INC.  
7870 SCHILLINGER PARK WEST  
MOBILE, AL 36608

\* \* \* S H I P T O \* \* \*  
INTERMOUNTAIN POWER SERVICE CORPORATION  
850 W. BRUSH WELLMAN RD.  
DELTA , UT 84624-9546

251-633-4181 OR 864-879-6860

CONFIRMING DO NOT DUPLICATE	NON CONFIRMING X	SHIP VIA BEST WAY	TERMS NET 30	FOB POINT DESTINATION F/A	PAGE OF 1 1	NONE
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INTERMOUNTAIN POWER SERVICE CORPORATION'S STANDARD TERMS AND CONDITIONS ARE INCLUDED AS PART OF THIS AGREEMENT

QUANTITY ORDERED	U M	IPSC PART NO.	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENSION
0	EA		THIS IS A PURCHASE ORDER ADJUSTMENT  LINE 1 INSTALL FORTY-EIGHT (48) LOW NOX BURNERS IN UNIT 2 **PER SPECIFICATIONS 45618 & CONTRACT 04-45618**  **PURCHASE ORDER CLOSED 02/04/04** NB/LF 02/04/04  **PER REQUISITION 198910, INCREASE CONTRACT AMOUNT BY \$2,283: ORIGINAL CONTRACT AMOUNT: \$1,616,800 NEW CONTRACT AMOUNT: \$1,619,083** NB/CLE 2/5/04	2SGX-502 03-96033-0	** PRICE 1,619,083.00	CHANGED 0.00

- Invoices and correspondence may be mailed to Intermountain Power Service Corporation, 850 West Brush Wellman Rd., Delta, Utah, 84624-9546.
- Acknowledgement is required if shipment will not be made within FIVE days.
- Mark packages or items with IPSC part number and/or P.O. Line number. Show number on invoice and packing slip.
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COLLECT UTAH TAXES, ARE TO ADD TAX OF 6%.

UTAH TAXES WILL BE ACCRUED BY IPSC FOR  
OUT OF STATE VENDORS NOT LICENSED TO  
COLLECT UTAH STATE TAX

NANCY BENNETT 435-864-4414

BUYER  
REVIEWED BY GEORGE CROSS

IP7\_028991



# PURCHASE ORDER

04 FEB 2004  
REVISED 04 FEB 2004

VENDOR MUST SHOW P.O. NUMBER ON ALL INVOICES, BILL OF LADING, CORRESPONDENCE, AND ON PACKING LISTS IN EACH CONTAINER, TO INSURE PROMPT PAYMENT. CHARGES FOR TRANSPORTATION MUST BE SUPPORTED BY COPY OF FREIGHT BILL.

PURCHASE ORDER NO.	VENDOR CODE	REQUISITION NO
04-45618	8149	

VENDOR: TEI CONSTRUCTION SERVICES INC.  
7870 SCHILLINGER PARK WEST  
MOBILE, AL 36608

\*\*\* SHIP TO \*\*\*  
INTERMOUNTAIN POWER SERVICE CORPORATION  
850 W. BRUSH WELLMAN RD.  
DELTA , UT 84624-9546

251-633-4181 OR 864-879-6860

CONFIRMING DO NOT DUPLICATE	NON CONFIRMING X	SHIP VIA BEST WAY	TERMS NET 30	FOB POINT DESTINATION F/A	PAGE OF 1 1	NONE
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INTERMOUNTAIN POWER SERVICE CORPORATION'S STANDARD TERMS AND CONDITIONS ARE INCLUDED AS PART OF THIS AGREEMENT

QUANTITY ORDERED	U M	IPSC PART NO.	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENSION
			THIS IS A PURCHASE ORDER ADJUSTMENT  **PURCHASE ORDER CLOSED 02/04/04** NB/LF 02/04/04			

1. Invoices and correspondence may be mailed to Intermountain Power Service Corporation, 850 West Brush Wellman Rd., Delta, Utah, 84624-9546.
2. Acknowledgement is required if shipment will not be made within FIVE days.
3. Mark packages or items with IPSC part number and/or P.O. Line number. Show number on invoice and packing slip.
4. Vendor must furnish applicable material safety data sheets.
5. Add to invoice all applicable federal taxes.

UTAH VENDORS ARE TO ADD TO THE INVOICE ALL APPLICABLE STATE, AND COUNTY TAXES.

OUT OF STATE VENDORS, LICENSED TO COLLECT UTAH TAXES, ARE TO ADD TAX OF 6%.

UTAH TAXES WILL BE ACCRUED BY IPSC FOR OUT OF STATE VENDORS NOT LICENSED TO COLLECT UTAH STATE TAX

NANCY BENNETT 435-864-4414

BUYER

REVIEWED BY GEORGE CROSS

IP7\_028992



**INTERMOUNTAIN POWER SERVICE CORP.**

Delta, Utah 84624-9546 (435) 864-4414 - Purchasing FAX (435) 864-8678

**VENDOR: TEI CONSTRUCTION SERVICES INC.**  
7870 SCHILLINGER PARK WEST  
MOBILE, AL 36608

# PURCHASE ORDER

04 FEB 2004  
REVISED 23 FEB 2004

VENDOR MUST SHOW P.O. NUMBER ON ALL INVOICES, BILL OF LADING, CORRESPONDENCE, AND ON PACKING LISTS IN EACH CONTAINER, TO INSURE PROMPT PAYMENT. CHARGES FOR TRANSPORTATION MUST BE SUPPORTED BY COPY OF FREIGHT BILL.

PURCHASE ORDER NO.	VENDOR CODE	REQUISITION NO
04-45618	8149	194493

\* \* \* S H I P T O \* \* \*  
INTERMOUNTAIN POWER SERVICE CORPORATION  
850 W. BRUSH WELLMAN RD.  
DELTA , UT 84624-9546

251-633-4181 OR 864-879-6860

CONFIRMING DO NOT DUPLICATE	NON CONFIRMING X	SHIP VIA BEST WAY	TERMS NET 30	FOB POINT DESTINATION F/A	PAGE OF 1 2	NONE
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INTERMOUNTAIN POWER SERVICE CORPORATION'S STANDARD TERMS AND CONDITIONS ARE INCLUDED AS PART OF THIS AGREEMENT

QUANTITY ORDERED	U M	IPSC PART NO.	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENSION
0	EA		THIS IS A PURCHASE ORDER ADJUSTMENT  LINE 1 INSTALL FORTY-EIGHT (48) LOW NOX BURNERS IN UNIT 2 **PER SPECIFICATIONS 45618 & CONTRACT 04-45618**  **PURCHASE ORDER CLOSED 02/04/04** NB/LF 02/04/04  **PER REQUISITION 198910, INCREASE CONTRACT AMOUNT BY \$2,283: ORIGINAL CONTRACT AMOUNT: \$1,616,800 NEW CONTRACT AMOUNT: \$1,619,083** NB/CLE 2/5/04  **PER REQUISITION 200214, INCREASE CONTRACT BY \$200,000: NEW CONTRACT AMOUNT: \$1,819,083**	2SGX-502 03-96033-0	** PRICE 1,819,083.00	CHANGED 0.00

1. Invoices and correspondence may be mailed to Intermountain Power Service Corporation, 850 West Brush Wellman Rd., Delta, Utah, 84624-9546.

2. Acknowledgement is required if shipment will not be made within FIVE days.

3. Mark packages or items with IPSC part number and/or P.O. Line number.  
Show number on invoice and packing slip.

4. Vendor must furnish applicable material safety data sheets.

5. Add to invoice all applicable federal taxes.

UTAH VENDORS ARE TO ADD TO THE INVOICE  
ALL APPLICABLE STATE, AND COUNTY TAXES.

OUT OF STATE VENDORS, LICENSED TO  
COLLECT UTAH TAXES, ARE TO ADD TAX OF 6%.

UTAH TAXES WILL BE ACCRUED BY IPSC FOR  
OUT OF STATE VENDORS NOT LICENSED TO  
COLLECT UTAH STATE TAX

BUYER

IP7\_028993



**INTERMOUNTAIN POWER SERVICE CORP.**  
Delta, Utah 84624-9546 (435) 864-4414 - Purchasing FAX (435) 864-6678

**VENDOR: TEI CONSTRUCTION SERVICES INC.**

# PURCHASE ORDER

04 FEB 2004  
REVISED 23 FEB 2004

VENDOR MUST SHOW P.O. NUMBER ON ALL INVOICES, BILL OF LADING, CORRESPONDENCE, AND ON PACKING LISTS IN EACH CONTAINER, TO INSURE PROMPT PAYMENT. CHARGES FOR TRANSPORTATION MUST BE SUPPORTED BY COPY OF FREIGHT BILL.

PURCHASE ORDER NO.	VENDOR CODE	REQUISITION NO
04-45618	8149	194493

\* \* \* S H I P T O \* \* \*  
INTERMOUNTAIN POWER SERVICE CORPORATION  
850 W. BRUSH WELLMAN RD.  
DELTA , UT 84624-9546

251-633-4181 OR 864-879-6860

CONFIRMING DO NOT DUPLICATE	NON CONFIRMING X	SHIP VIA BEST WAY	TERMS NET 30	FOB POINT DESTINATION F/A	PAGE OF 2 2	NONE
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INTERMOUNTAIN POWER SERVICE CORPORATION'S STANDARD TERMS AND CONDITIONS ARE INCLUDED AS PART OF THIS AGREEMENT

QUANTITY ORDERED	U M	IPSC PART NO.	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENSION
			THIS IS A PURCHASE ORDER ADJUSTMENT  NB/CLE 2/23/04  **PRICE ENTERED INCORRECT** NB/CLE 2/23/04			

- Invoices and correspondence may be mailed to Intermountain Power Service Corporation, 850 West Brush Wellman Rd., Delta, Utah, 84624-9546.
- Acknowledgement is required if shipment will not be made within FIVE days.
- Mark packages or items with IPSC part number and/or P.O. Line number. Show number on invoice and packing slip.
- Vendor must furnish applicable material safety data sheets.
- Add to invoice all applicable federal taxes.

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OUT OF STATE VENDORS NOT LICENSED TO  
COLLECT UTAH STATE TAX

NANCY BENNETT 435-864-4414

BUYER

REVIEWED BY GEORGE CROSS

IP7\_028994





## Installation of Low NOx Burners in Unit 2

Date:	HARPER
Req./PA No:	194493
P.O. No:	04-45108
Vendor:	8149
Terms:	5
FOB:	1
Ship Via:	8
Conf. To:	

Account No. 00-2SGX-402  
Work Order No. 03-96033-0  
Project No. IGS03-04

[illegible]**Remarks:**

Delivery requested by (Date) 01/15/04 Originator Phil Haines  
 Dept. Mar/Supt. 12/30/03 Station Manager Angelino Date 12/31/03 Operating Agent Bruce Henry Date 1-5-04

**IP7 028996**

SHARIT 029 002  
002/003  
FEB - 4 2004  
HARDER

**INTERMOUNTAIN POWER SERVICE CORPORATION**

## ☒ REQUISITION FOR CAPITAL EQUIPMENT

☐ **PURCHASE AUTHORIZATION FOR EXPENSE ITEMS****Purpose of Materials, Supplies or Services:**

## Installation of Low NOx Burners in Unit 2

Date:	HARPER
Req./PA No:	194493
P.O. No:	04-45108
Vendor:	8149
Terms:	5
FOB:	1
Ship Via:	8
Conf. To:	

Suggested Vendor: TEI Construction Services  
7870 Schillinger Park West  
Mobile, AL 36608

Account No. 00-2SGX-402  
Work Order No. 03-96033-0  
Project No. IGS03-04

[illegible]

Remarks:

Delivery requested by (Date) 01/15/04 Originator Phil Hailes  
 Dept. Mgr/Supt. 12/30/03 Date 12/31/03 Station Manager Angela Cross Date 1-5-04 Operating Agent Bruce Henry Date

**IP7 028997**

\*\*\*\*\*  
I P S C  
BUYERS ACTION REPORT  
\*\*\*\*\*

13:43:58 01-19-04

PAGE 21

BUYER : 4 ~~WICAH CHASE~~ *Refer*

REQ NUMBER	NAME OF REQUESTOR	TEL EXT	WO NUMBER	EQUIP NUMBER	ACTION CODE	DEPT APPROVAL	PRIORITY CODE
198910	HOWARD HAMILTON	D26208 6436	03-96033-5	2SGA--A	0	G. CROSS	4 ROUTINE

LINE ITEM NUMBER	DESCRIPTION	REQUIRED QUANTITY U/M	ESTIMATED COST	EXTENDED AMOUNT	50K
1	DIRECT	01/19/04	1 EA	2283.00000	2283.00 N
	UNIT#2 DCS REMOTE I/O CABINET MEASURING THE AIR FLOW FOR THE NEW ABT BURNERS NEEDS TO HAVE EXISTING GRATING ON THE 5TH FLOOR WEST END EXTENDED. THIS NEW PLATFORM WILL PLACE THE CABINET IN A SAFE AND SECURE LOCATION THAT IS PRESENTLY NOT AVAILABLE ON THE WEST END OF THE 5TH FLOOR NEXT TO THE BOILER ACCESS SHAFT WHERE THEN CABINET NEEDS TO BE. TEI HAS SUBMITTED A COST NOT TO EXCEED PURCHASE ORDER CHANGE REQUEST (PROJECT #80960) FOR \$2283. THE SCOPE OF THE WORK CONSISTS OF REMOVING EXISTING HANDRAILS, INSTALLING TWO SUPPORT BEAMS, INSTALLING GRATING, PLACING HANDRAIL AND KICK PLATE AROUND NEW 5'X8' PLATFORM.	VENDOR:	TEI		ACCT NUMBER TAX 00-2SGX-402 N

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NOTES : HOWARD HAMILTON NOWS OF THIS WORK AND WILL BE SIGNING TEI TIME SHEETS.  
DELIVER TO : ISSUE TEI A PURCHASE ORDER ASAP.

REQ: 198910 TOTAL AMOUNT ON REQ: 2,283.00

*Deleted 2/5/04*

*need to POA 4/26/18 for additional #'s  
1. add to P.O.  
2. " to S.C.  
3. help Howard with release*

IP7\_028998